

TUSCALOOSA TEACHERS

**TTCU**

CREDIT UNION

# **MASTER ACCOUNT AGREEMENT**

(Rules and Regulations)



## **TUSCALOOSA TEACHERS CREDIT UNION MASTER ACCOUNT AGREEMENT (Not Transferable as defined in 12 CFR Part 204)**

**Definitions:** In this Agreement, the words 'you' and 'your' shall refer to each person signing on the applicable signature account form. The plural shall also mean the singular, the masculine shall mean the feminine and vice versa. The terms 'Credit Union', 'we', 'us' and 'our' mean **TUSCALOOSA TEACHERS CREDIT UNION**. The term 'account' means all accounts and services provided hereunder. The term 'Agreement' means this Master Account Agreement and the accompanying fee schedule and disclosures. The term 'Card' means the Signature Form(s) you sign for particular accounts with us. The term 'Item' means share drafts, deposit drafts, checks, drafts, or any other negotiable instruments. The term 'Statement' means a periodic statement of account or items notifying you of activity in your account. The paragraph headings are for convenience only and do not form a part of this Agreement.

**Agreement:** By signing the Master Account Agreement Signature Card, you hereby make application for membership in the TUSCALOOSA TEACHERS CREDIT UNION and agree to conform to its bylaws and amendments thereof, copies of which have been made available to you, and to subscribe for at least one share. You agree that the agreements set forth herein contain the terms of the various types of accounts and services offered and shall govern your use of such Accounts and services. This agreement amends, replaces and supersedes any prior, conflicting agreements. All written notices to us shall become effective when actually received by us. Accounts are federally insured by the National Credit Union Share Insurance Fund subject to federal laws and regulations. You agree to hold harmless and indemnify the Credit Union, its employees and agents from and against any and all loss, claim or damages, including reasonable attorney's fees, which we may incur on your behalf, except as may be attributable to the Credit Union's lack of good faith or failure to exercise ordinary care. If any Account owner is indebted to the Credit Union such that the Credit Union has a lien against an Account of that owner, the Credit Union may enforce its rights against the funds in any Account in which you have an ownership interest or the right to withdraw funds, regardless of who contributed the funds to the Account. We reserve the right, at any time, to require you to give up to 60 days written notice of an intention to withdraw the whole or any part of your Account. You agree the Credit Union shall not be responsible for any delay in performance hereunder resulting from events beyond our control.

**Account Ownership:** Whenever more than one person signs the appropriate Card, the Account created thereby will be a jointly owned Account with the right of survivorship. If there are two or more remaining Account owners when one owner dies, the remaining owners will hold the Account as joint owners with the right of survivorship. You hereby agree with each other and with us that all sums now paid in on shares, or heretofore or hereafter paid in on shares and all accumulations thereon, are and shall be owned by you jointly with rights of survivorship. You agree with each other and with us that all of said sums shall be subject to the withdrawal or receipt of any of you, and payment to any of you shall be valid. Any of you may pledge all or any part of your shares as collateral for any loan or loans with us, and such pledge shall survive after your death and shall be superior to the rights of any other Account Owner. The person signing this Agreement as the Member may remove from ownership in the applicable Account any or all said Joint Account Owner(s). The Joint Account Owner(s) so removed from this Account shall have no interest, rights or privileges in and to the Account or assets thereof. To be binding, such revocation must be in writing and in a form acceptable to us.

**Actions by Legal Representatives:** We are authorized to recognize the authority of any attorney-in-fact, guardian, custodian, trustee or agent legally appointed by you or by a court of competent jurisdiction for the transaction of business on your Accounts. In so doing, we will have no duty to inquire as to the use or purpose of any transaction by any legal appointee. We are not required to honor the appointment of an attorney-in-fact. In order to honor the appointment of an attorney-in-fact, we may require such person to indemnify us for any loss, claims or damages arising from our reliance on the appointment of the attorney-in-fact.

**Life Savings Insurance:** If life savings insurance is carried in connection with an Account, you agree to name a beneficiary of this coverage on the Master Account Agreement Signature Card. In the event no beneficiary is listed, the beneficiary will be the estate of the Member listed on that Card. You agree on behalf of yourself, your heirs, and your assigns, in consideration of the Credit Union carrying such insurance, that no change of beneficiary designated above shall be binding upon us unless you have signed a written change of beneficiary form supplied by us; and, in the absence of filing such change of beneficiary form, you agree on behalf of yourself, your heirs, assigns, or any other persons claiming through you to indemnify and hold harmless the Credit Union from any and all loss or damage by reason of the payment of the proceeds of such insurance. We do not promise that life savings insurance will be provided in the future. You agree that life savings insurance may be canceled at any time by us in our sole discretion.

**Account Fees:** You agree to pay certain account fees in accordance with the Fee Schedule provided to you. You agree the Fee Schedule may be amended from time to time by our Board of Directors. The Fee Schedule and amendments are hereby incorporated as part of this Agreement.

**Dividends:** The dividend rate (and the corresponding annual percentage yield) is set by our Board of Directors and is subject to change each dividend period. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is determined by adding the full account balance for each day of the period and dividing that figure by the number of days in the period. Dividends will begin to accrue on the business day you deposit non-cash Items (e.g., checks) to your account. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. If you close your share account before dividends are credited, you will not receive accrued dividends.

**Minimum Balance Requirements:** The par value of a regular share in this Credit Union is \$25.00. You must maintain a minimum balance of \$25.00 in your share account, \$1,000.00 in your certificate account and \$5.00 in your Christmas Club account. There is no minimum balance requirement for your share

draft account. If during any day, your account balance falls below the required minimum balance, your account may be subject to any fee implemented by our Board of Directors.

**Transaction Limitations:** Except for your Share Draft Account, you may not make more than six withdrawals or transfers to another credit union Account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction during any Statement period. No more than three of the six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If you exceed the transfer limitations set forth above in any Statement period, your Account may be closed by us or be subject to any excess share withdrawal fee implemented by our Board of Directors.

**Direct Deposits:** We may offer direct deposit options allowing you to pre-authorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or transfers from your accounts with us. You must authorize any such deposits or transfers by a separate authorization form. If you wish to cancel the direct deposit or pre-authorized transfer option, you must notify the Credit Union at least 30 days prior to the next scheduled date for any direct deposit or pre-authorized transfer. If you fail to cancel any direct deposit authorization upon a filing of a bankruptcy, you agree that we may make and apply direct deposits in accordance with your authorization on file with us.

**Endorsements:** Each of you appoint the other Account Owner(s) your attorney-in-fact with power to deposit funds and for that purpose to indorse any Item payable to any Account owner. You authorize us to supply any endorsement for you on an Item tendered for your Account. You agree to indemnify us from any loss due to an endorsement or other writing being placed on an Item in an incorrect manner or place under the Federal Reserve's Regulation CC or other applicable laws before it is accepted for deposit by us.

**Deposits:** All non-cash Items credited to an Account shall be credited conditionally subject to final payment, and such Items may be charged back from any Account in which you have an ownership interest or the right to withdraw funds, at any time, until the proceeds thereof in money (U.S. Dollars) are received by us. If any Item deposited in an Account is returned unpaid, each of you is jointly liable to the Credit Union for the amount of the returned Item and any charges, regardless of who deposited the Item or benefited from the transaction. We shall not be obligated to notify you that a non-cash Item has been dishonored or not otherwise collected. We will not be responsible for recognizing any conditions of payment contained on an Item deposited to or drawn on an Account, including, but not limited to, restrictive endorsements or postdated Items. If you make a deposit or payment at an un-staffed depository, you agree that the correct amount in the event of discrepancy between a written receipt and deposit slip will be the amount that we find in the envelope used to make the transaction.

**Account Termination:** We reserve the right to require written consent of all Account owners before terminating an Account. In the event of a dispute over the ownership of the funds in the Account, you authorize us to interplead the funds into a court of competent jurisdiction for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the interpleader, including attorney's fees, from the Account funds and to file the remaining sum with the court. As long as we act in a manner consistent with good faith and the exercise of ordinary care, we may refuse to honor any request to close your Account. If we do agree to close your Account, you agree to indemnify and hold us harmless for the amount of any loss resulting from closing your Account. We have the right to terminate an Account and all of our liability hereunder by mailing a check or draft for the balance of an Account to the address of any one of you.

**Changes to the Agreement:** Our Board of Directors may amend these terms, conditions, rules and procedures from time to time. We will notify you of such changes as required by law. The changes will be effective on the date that the Board specifies or as otherwise required by law.

**Share Requirements:** If you reduce your share balance below the par value of one share, you may be terminated from membership according to our rules and bylaws. We reserve the right, at any time, to require you to give, in writing, not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by you. You may not withdraw shares that are pledged as required on security on loans without the written approval of the credit committee or a loan officer, except to the extent that such shares exceed what you owe to us or are contingently liable. You may withdraw shares only by using the methods which have been approved by us.

**Christmas Club Account:** You authorize us to mail a check made payable to you or any of you during the month of November each year for the balance in the Christmas Club Account as of the 1st day of November of each respective year. If you withdraw any funds from this account prior to the declaration of dividends, you will forfeit all dividends not yet credited, and this account will close. Any balance remaining in the account will be transferred to your Share Account.

**Share Certificate Accounts:** Nothing contained in this Agreement shall be construed so as to make the Certificate Account a demand deposit, and we reserve the right to require at least seven days written notice of an intention to withdraw any funds in a Certificate Account. This notice time may be increased according to our Bylaws or under applicable laws. You will receive a receipt for the funds deposited into the Certificate Account you establish with us which is merely evidence of your Certificate Account with us. This receipt is non-negotiable and non-transferable. Each Certificate Account shall automatically renew for successive periods, each equal to the original term of the Certificate Account, until your receipt is presented for payment on any Maturity Date or until we give written notice of our election to pay out the funds in your Certificate Account on a Maturity Date by mailing notice of such intention to you at least ten days prior to such Maturity Date. If we receive or give notice of an intention not to renew the Certificate Account and the

receipt is not presented for payment on a Maturity Date, we may at our option, either transfer all funds represented by the Certificate to any Account you may withdraw from, or pay all funds in the Certificate Account directly to you. You may request us to pay the funds in a Certificate Account within ten days after any Maturity Date without penalty. If we pay any or all of the funds in a Certificate Account before any Maturity Date, you shall forfeit the lesser of the early payment penalty shown on the Fee Schedule or all dividends earned since the issuance date or the date of any successive renewal period. If dividends previously paid exceed dividends payable under this penalty provision, the excess shall be deducted from the amount withdrawn. All earnings credited to a Certificate Account may be withdrawn at any time without penalty. Certificate Accounts may not be pledged, transferred or assigned to any party other than the Credit Union.

**Share Draft Accounts:** We are under no obligation to pay any share draft and are authorized to refuse to pay any share draft without any reason for such refusal. You agree that in no event will the Credit Union be liable for damages for the dishonor of any Item as long as we act in good faith and exercise ordinary care, regardless of whether you have a share balance in your Account sufficient to pay any Item which we fail to pay. In the event we pay an Item drawn on this Account, we may charge this Account the amount of such Item, even if the Item is presented more than six months after its date. You will be sent a Statement of all transactions and activity on the Account during the Statement period. Such Statement will be mailed to your last known address. You have a duty to examine the Statement and discover any Items containing unauthorized signatures or alterations. If you discover any Items on the Statement which differ from your records, you must promptly notify the Credit Union. Failure to notify the Credit Union within a reasonable time, not exceeding 30 days after receiving your Statement, will prevent you from recovering on the Item. The Credit Union will not be liable for Items forged or altered in a manner not detectable by the Credit Union through reasonable means, including, but not limited to, forgery or alteration resulting from the unauthorized use of a facsimile signature machine. You understand that your original drafts will not be returned to you. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your Statements or alter the time limits for notifying the Credit Union of any forgery, alteration, errors or other objections. Upon receiving a written request from you, we may give you a copy of any paid check charged to this Account. You agree that the availability of obtaining a copy of a paid Item, upon request made to the Credit Union, constitutes a reasonable manner in which the Credit Union makes available paid Items. You agree to pay multiple items presented for payment from your account in any order we choose, including descending amount order. This may result in additional overdraft charges.

**Overdraft Protection:** Share Draft Accounts may be established with or without overdraft privileges. Although we are under no obligation to pay any Item which exceeds the fully paid and collected share balance in this Account, we may, at our option, treat such Item as a request for an advance (in multiples of \$50.00) from the Loan Account identified on the Signature Card in an amount sufficient to permit us to pay such Item and credit the loan advance to this Account, or, at our option, we may pay such Item and transfer shares to this Account in the amount of the resulting overdraft from any other Account in which any of you has an ownership interest or from which any of you has the right to make withdrawals. We have the right to decline payment or to delay payment of any Item drawn against such credits. However, no loan advance will be made if the Loan Account is delinquent. If an Item is presented for payment and the amount of such Item exceeds the fully paid and collected share balance in this Account, we may assess this Account a charge established by our Board of Directors from time to time for the presentation of such Item, regardless of whether the Item is paid.

**Stop Payments:** You may stop payment on Items drawn on your Account. Here is how: Call us at (205) 759-1505 or 1-(800)-331-9880, or write us at Post Office Box 1756, Tuscaloosa, Alabama 35403-1756. If you call, we may also require that you put your request in writing and get it to us within 14 days after you call. If you do not put the request in writing, it will only be effective for 14 days. The Credit Union shall honor a stop payment order when it has a reasonable time (which shall not be less than 2 business days) to honor the request. A stop payment order on a non-ACH entry in writing shall remain in force for 6 months unless terminated by the person who gave the stop payment order. A stop payment order for an ACH entry in writing shall remain in force until the earlier of:

- a) the withdrawal of the stop payment order by the Receiver; or
- b) the return of the debit Entry, or, where a stop payment order applies to more than one debit Entry relating to a specific authorization involving a specific Originator, the return of all such debit Entries.

You agree that unless you give the correct Account number, Item amount, and Item number, the Credit Union assumes no responsibility for stopping payment. If the Credit Union credits your Account after paying an Item over a valid and timely stop payment order, you agree to assist the Credit Union if it takes legal action upon the Item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorneys fees, damages and other expenses or losses which may be incurred by the Credit Union, its employees or agents on account of a stop payment order. You do not have the right to stop payment on a cashier's check, certified funds, or any Item issued by the Credit Union.

**Funds Availability:** Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before we close on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after we close or on a day we are not open, we will consider that the deposit was made on the next business day we are open. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day you deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be

available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for an even longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the ninth business day after the day of your deposit. If you are a new member, the following special rules will apply during the first 30 days your account is open. The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer. Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you, and you may have to use a special deposit slip. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**Wire Transfers:** The following terms shall apply to all wire transfers of funds (as defined by Federal Regulation J and Article 4A of the Uniform Commercial Code as set out in the Code of Alabama (1975), as amended) to or from any of the member's accounts at the Credit Union. To the extent, the terms contained in this Agreement are different than those in any other agreement or terms of accounts, this Agreement shall control and be deemed to modify such other agreements or terms of accounts. If you request a wire transfer to be made or if a wire transfer is made to your account, the Federal Reserve Board's Fed-wire may be used. Regulation J governs all Fed-wire transfers and therefore, determines the rights and liabilities of the parties of the transfer. All ACH payments are provisional. We may give you credit before we receive final settlement of the wire transfer. If we do not receive payment for the provisional credit granted, we may charge back to you any provisional credit that we have given. In that event, you authorize us to take such sum from any account in which you have an ownership interest or the right to withdraw. Notice of a wire transfer from or receipt of a wire transfer into your account will be made by us on your regular periodic statement for the affected account. We are not obligated to provide you with next day notification of transfers to your account. You may, of course, inquire between periodic statements regarding transfers. You agree to examine the periodic statement within 14 days after the statement is mailed and immediately notify us of any discrepancy or error. If you fail to notify us within 14 days after the statement is mailed you shall discharge and relieve us from any liability of claims, demands or expenses (including attorneys fees) in connection with such discrepancy or error.

All wire transfers will be made according to our security procedure. The security procedure is intended to verify that an order is authorized and detect errors in the transmission or content of the payment order. The security procedures we will use are:

- a. Your signature will be compared to the signature on your share account card and
- b. We will examine your driver's license with picture or other acceptable picture ID.

The security procedure will also apply to any amendment or cancellation of a payment order. A payment order, verified by the security procedure is effective as your order, whether or not the order is in fact authorized by you. We may give you notice of a change in the security procedures. In this event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure.

If a beneficiary of a wire transfer is identified by name and an identifying or account number, payments made to the beneficiary may be made on the basis of that identifying or account number even if the number identifies a person different than the named beneficiary. We will not be responsible for the amount of a transfer paid by means of a designated identification number or account number even if it goes to the wrong beneficiary. If a payment order identifies an intermediary or beneficiary's financial institution only by identifying or account number, we may rely on that number as being the proper identification of the intermediary or beneficiary's financial institution. If a payment order identifies an intermediary party or beneficiary's financial institution by both name and an identifying number and the name and number identify different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identification of the intermediary party or beneficiary's financial institution. You agree to indemnify us for any loss or expense that results from our reliance on an incorrect identifying or account number. We are authorized to take the amount of such loss or expense from any account in which you have an ownership interest or the right to withdraw.

Any rate of interest which we may be obliged to pay as a penalty under Regulation J or Article 4A shall be equal to the dividend rate paid on the account from which the wire transfer should have occurred or to which the proceeds of the fund transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. You agree that under no circumstances will we be liable for any indirect, incidental, consequential,

remote or special losses or damages, including attorneys fees and costs. We may establish or change the cut-off time for the receipt and processing of wire transfer requests, amendments or cancellations. Unless you are notified of other times or other times are posted for the various types of wire transfers, the cut-off time will be at 2:00 pm on each weekday that we are open and which is not a holiday. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the next following business day we are open and processed accordingly. Additionally, the cut-off time may be extended without notice to you if an intermediary or beneficiary institution is closed. We are under no obligation to accept a cancellation or amendment to the wire transfer order received by you but may do so at our option. We may, at our option, choose not to carry out your wire transfer order, including cancellation or amendment of an order, that is not in accordance with the terms of this agreement, or if the transfer is prohibited by a court order, garnishment, tax levy or the like, or we reasonably believe such transfer would result in a loss to us. We are not obligated to give you notice of such action but notice may be given in your next periodic statement or as otherwise required by law. Requests for wire transfers must be made in accordance with the rules and procedures which we have in place at the time of the request. We may charge you a fee for the transfer or other related services according to our fee schedule at the time of the wire transfer order. We may cancel or modify this agreement at any time without prior notice to you. You may not modify this agreement without prior written approval from us. No representation or statement made by any employee of ours shall be binding upon us unless it is made in writing and signed by our authorized officer.

**Electronic Fund Transfers:** The following terms and conditions will govern all electronic fund transfers initiated by you or anyone else you have given access to your accounts, whether by telephone, automated teller machine, ACH network or any other electronic means. You agree to be responsible for all unauthorized Electronic Funds Transfers made from your accounts subject to limitations contained in applicable Federal law. Those limitations on your liability for unauthorized transfers are summarized in the Electronic Fund Transfers Disclosure Statement. You agree that any ATM or DEBIT Cards ("Card") issued to you remain our property and may not be transferred or assigned to anyone. Upon our request, you agree to return your Card to us. We may terminate access to electronic fund transfers or cancel your access devices at any time. Upon such termination, we shall give you notice of termination. The devices may not be used after we cancel them or after they have expired. If we do cancel, you agree to send back your Card to **TUSCALOOSA TEACHERS CREDIT UNION**, Post Office Box 1756, Tuscaloosa, AL 35403-1756, and give written notice to us. Access to electronic fund transfers may be terminated by you by giving a written notice to us and returning the Card to us. Termination of the access shall not affect the liability you incurred prior to termination. You must keep your share account and draft account open in order for your access to electronic fund transfers to remain valid. You agree to pay the current charges shown on the Fee Schedule and any future charges that may be approved by our Board of Directors for the use of electronic fund transfers. You authorize us to take any such fees from any account in which you have an ownership interest or the right to withdraw. We believe that the various means of access to electronic fund transfers will prove to be reliable. However, certain means may not operate properly at all times. We, therefore, may not promise that our systems will always be available for your use. You promise not to attempt to make a transfer when a system tells you or other circumstances give you a reason to believe that the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to make the transfer you desire. You agree that if we notice that your accounts are being used more frequently than usual, or are having larger amounts withdrawn than are usually withdrawn, we may try to contact you to verify that the access to the electronic fund transfers has not fallen into the hands of an unauthorized user. If we do not reach you, we may, in order to attempt avoidance against possible losses, choose to invalidate your access device the next time it is used. If we do, in fact, invalidate the access device, it may be revalidated. Contact us for the particulars involved in revalidating the device. However, you understand that we have no obligation to keep up with how the account is usually used or to notify you if we notice unusual activity. To initiate transactions via an ATM Card, or Debit Card (except point of sale transactions) or telephone response system, you must have a personal identification number (PIN). You agree not to tell the PIN to anyone, not to write the PIN on your Card or do anything else that would cause the Card or PIN to fall into the wrong hands. You agree also to tell us at once if you believe the Card or PIN has been stolen or lost. The fastest way to notify us is by calling (205) 759-1505 or 1-(800)-331-9880. You agree that we are not responsible for providing security guards or other security measures at various ATM terminals. If you make a transfer, deposit or payment at a terminal, you agree that the correct amount in the event of discrepancy between a written receipt and deposit slip will be the amount that we find in the envelope used to make the transaction. You agree that each transaction completed during normal credit union business hours will be posted immediately to your account; transactions received after normal credit union business hours will be posted the next regular credit union business day. You further agree that credit to accounts for non-cash items will be conditional until we can collect the item. If we cannot collect the amount of a non-cash item, that amount will be deducted from your account. You agree that the electronic fund transfer system shall be used only for the type of transfers and to have access only to the accounts that we in advance have approved. If through some error the Card permits you to withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you can use. Except as changed by this Agreement, electronic fund transfers made by use of the Card and PIN are subject to the rules and agreements contained in your account agreement, signature card and other account rules and regulations for your accounts and this agreement is made part of those rules and regulations. If we are forced to institute suit against you as a result of a breach by you in this Agreement or as a result of an overdraft, you agree to pay reasonable attorneys' fees plus other costs if the amount of the debt exceeds \$300.00. In addition to the terms and conditions listed above, you agree that the accompanying Electronic Fund Transfers Disclosure Statement shall cover electronic fund transfers made by you. This Agreement and all transactions under this Agreement will be governed by Alabama law and applicable Federal law. You agree the Visa Check Card may not be used for any illegal or unlawful activity or transactions, including but not limited to, gambling.

**Electronic Fund Transfers Disclosure Statement:** YOUR ACCESS DEVICE AND ELECTRONIC FUND TRANSFERS: YOU CANNOT TRANSFER MONEY INTO OR OUT OF YOUR ACCOUNT UNTIL WE HAVE VALIDATED YOUR USE OF OUR ELECTRONIC FUND TRANSFER SYSTEM.

To validate your Card, you need to visit our office and obtain a personal identification number (PIN). When we issue you a personal identification number, the system will accept the use of your access devices.

ACCOUNT ACCESS: The following types of transactions may be made with your accounts:

- Preauthorized deposits made directly from other persons into your account
- Preauthorized transfers made directly to other persons from your account

Your ATM Card may be used at any ATM location providing access to the CIRRUS, EXCHANGE, and STAR ATM networks. Additional networks may be added at some later date. You will be notified of any additions by us. When used with your PIN, the ATM Card will allow you to initiate any of the following transactions, provided the accounts have been authorized for use. You may make:

- Deposits to Savings
- Deposits to Checking
- Transfers from
  - A. Savings to Checking
  - B. Checking to Savings
  - C. Savings to Loan
  - D. Checking to Loan
- Cash Withdrawals from Shares
- Cash Withdrawals from Checking
- Balance Inquiries

Your Visa Check Card(s) may be used at any CIRRUS, EXCHANGE, or STAR ATM location and at merchants and other businesses honoring Visa Check Cards and when used with your PIN will allow you to initiate any of the following transactions provided the accounts have been authorized for use. You may make:

- Transfers from
  - A. Savings to Checking
  - B. Checking to Savings
  - C. Savings to Loan
  - D. Checking to Loan
- Cash Withdrawals from Shares
- Cash Withdrawals from Checking
- Balance Inquiries

LIMITATION ON FREQUENCY OF TRANSFERS: For security reasons, there are limits on the number of transfers you can make using our terminals.

LIMITATION ON DOLLAR AMOUNTS OF TRANSFERS: For security reasons, there are limits on the dollar amount of transfers you can make using our terminals.

BUSINESS DAYS: Our business days are Monday through Friday. Holidays are not included. Of course, the systems are open at times other than the business days of our credit union.

SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS: Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit and open end credit). If you tell us after learning of the loss or theft of your Visa Check Card your liability for unauthorized transactions using the Visa system is zero. These provisions do not apply to card transactions through a non-Visa network, Visa Commercial cards, Visa or Plus\* ATM or any ATM transactions, or to cards issued outside the United States. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or card, your liability may increase. For other transactions, if you tell us within two business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you believe your Card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (205) 759-1505 or 1-(800)-331-9880 or write to us at TUSCALOOSA TEACHERS CREDIT UNION, Post Office Box 1756, Tuscaloosa, AL 35403- 1756. TTCU is not liable in the event a member provides a third party their PIN which is then used beyond that member's authorization.

SERVICE CHARGES: A list of the fees and charges which are applicable to your electronic fund transfers is disclosed on the accompanying Fee Schedule. In addition, each account affected by the transaction use will be subject to the regular service charge imposed for that specified account as set forth in the Fee Schedule.

SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS: You can get a receipt at the time you make any transfer to or from your account using one of the ATM terminals. If you have arranged to have direct deposits made to your account at least once every sixty days from the same person or company, you can call us at (205)759-1505 or 1-(800)331-9880 to find out whether or not the deposit has been made. You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get a statement at least quarterly.

SUMMARY OF YOUR RIGHT TO STOP PAYMENTS: If you have told us in advance to make regular payments out of your account, you can stop all of these payments. Here is how: Call us at (205)759-1505 or 1-(800)331-9880, or write us at Post Office Box 1756, Tuscaloosa, AL 35403-1756 in time for us to receive your request three days or more before the payment is scheduled to be made. If you call, we may also require that you put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give. If these regular payments may vary in amount, the person you are going to pay will tell you ten days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set). If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

ATM MACHINES OWNED BY OTHERS: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

SUMMARY OF CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not complete a transfer to or from your account on time or in correct amount according to our agreement with you, we will be liable for your losses for damages as required by Federal law. However, there are some exceptions. We will not be liable for, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on a loan;
- If the ATM terminal where you are making the transfer does not have enough cash;
- If the ATM terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If the funds in your account are subject to a court order or other restriction preventing the transfer; and
- There may be other exceptions stated in our agreement with you.

CIRCUMSTANCES UNDER WHICH WE WILL DISCLOSE ACCOUNT INFORMATION TO THIRD PARTIES: We will disclose information to third parties about your account or transfers you made:

- When it is necessary to complete the transfers;
- In order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant;
- In order to comply with a government agency or court orders; or
- If you give us written permission.

SUMMARY OF OUR ERROR RESOLUTION PROCEDURE IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: In Case Of Errors Or Questions About Your Electronic Transfers, telephone us at (205) 759-1506 or 1-(800)-331-9880 or write us at TUSCALOOSA TEACHERS CREDIT UNION, Post Office Box 1756, Tuscaloosa, AL 35403-1756, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any);
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days\* after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within 10\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. If we decide there was no error, we will send you a

written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

\*If you assert an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\*If you give notice of an error within 30 days after you make (1) the first deposit to your account, or (2) notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 calendar days instead of 45 calendar days to investigate.

C.Stephen Trimmier (Revised 10/07)

Stop payment section revised 11/11 – DH

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