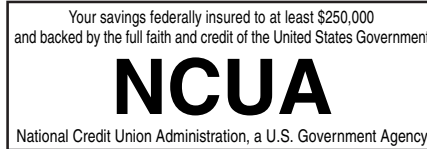




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P.O. Box 231150  
Montgomery, Alabama 36123-1150  
(334) 270-9011 • (800) 634-9171  
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## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Alabama and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. If we discover an error in any deposit, we may make correcting entries and notify you of the correction.

## **WITHDRAWALS -**

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

## **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made

available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in the order that we receive them, we find our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient available funds and incurring the resulting fees.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Parties own account during the lifetime of all parties in proportion to their net contributions, unless there is clear and convincing evidence of a different intent.

**RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may amend or delete any term of our bylaws or this agreement. We may also add new terms to our bylaws or to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason (including if your membership in the credit union terminates). For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method. Only a joint tenant that is a member can close an account.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may offset any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.



Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**AGENCY (Power of Attorney) DESIGNATION** - The agent is merely designated to conduct transactions on behalf of the owner or owners. Owners do not give up any rights to act on the account, and the agent may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

For accounts owned by a single individual, the owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner.

If our policy allows for the designation of an agent on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the authority, and the agent's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

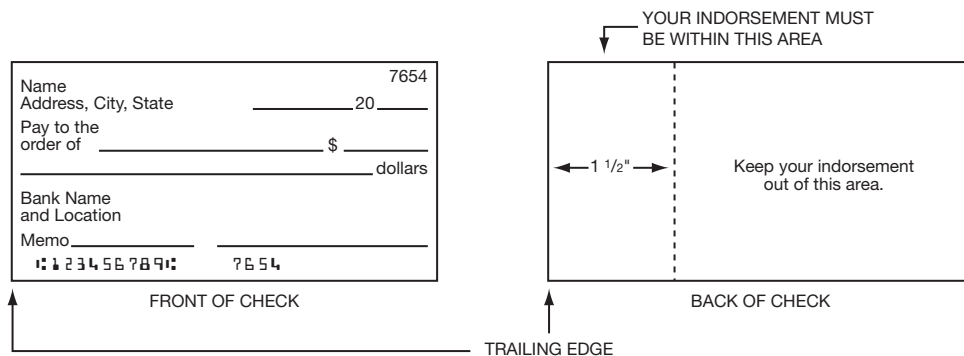
**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

**ACCOUNT SECURITY - Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits

of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient available funds in your account, you still owe us the remaining balance.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits (such as Social Security, State Agencies, and U.S. Government, etc.) to be accepted into your checking or share savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Telephone Transfers - types of transfers** - You may access your account by telephone at 334-279-1463 or 1-800-872-6494 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to share savings
- transfer funds from share savings to checking
- make payments from checking to loan accounts with us
- make payments from share savings to loan accounts with us
- get information about:
  - Loan, share or checking balances
- request a check from your checking account
- request a check from your share savings account

**ATM Transfers - types of transfers, dollar limitations and charges** - You may access your account(s) by ATM using your ASE Debit Card and personal identification number, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- get cash withdrawals from checking account(s) with a Debit Card
- get cash withdrawals from savings account(s) with a Debit Card
  - no charge at Credit Union ATM or Service Center owned ATM
  - you may withdraw no more than \$750.00 per day

Please refer to our separate fee schedule for additional information about charges.

Some of these services may not be available at all terminals.

**Types of Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and perform any transaction that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$2,000.00 in transactions per day
- no charge at Credit Union ATM or Service Center owned ATM

**Currency Conversion.** When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

#### FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- Refer to our separate Fee Schedule for applicable fees.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** 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).

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (334) 270-9011 to find out whether or not the deposit has been made.
- **Periodic statements.**
  - You will get a monthly account statement from us for your checking accounts.
  - You will get a quarterly account statement from us for your share savings accounts.

#### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
  - Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
  - Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 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.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) when or where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.



Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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.

• **Additional Limit on Liability for Debit Card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

Regardless of the limits on your liability, we reserve the right to refuse to reissue a card or other access device to you.

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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 the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) 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 determine whether an error occurred within 10 business days (5 business days for Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

ASE Credit Union  
P.O. Box 231150  
Montgomery, AL 36123-1150  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: (334) 270-9011  
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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## **YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to "transaction" accounts, but not to savings or share savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft/checking accounts are the most common transaction accounts. Savings accounts and share savings accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$225 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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 close of business 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 close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

#### **Same-Day Availability**

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

#### **Next-Day Availability**

Funds from the following deposits are available on the first business day after the day of your deposit:

- (1) U.S. Treasury checks that are payable to you.
- (2) Wire transfers.
- (3) Checks drawn on ASE Credit Union.
- (4) If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:
  - Cash.
  - State and local government checks that are payable to you.
  - Cashier's, certified, and teller's checks that are payable to you.
  - Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

#### **Other Check Deposits Subject to Second-Day Availability**

The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

#### **CASH WITHDRAWAL LIMITATION**

For checks subject to second-day availability, we place certain limitations on withdrawals in cash. In general, \$225 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total of \$475 of other funds becoming available on the second day after the day of deposit is available for withdrawal in cash at or after 9:00 A.M. on that day. Any remaining funds will be available for withdrawal in cash on the following business day.

#### **LONGER DELAYS MAY APPLY**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (1) We believe a check you deposit will not be paid.
- (2) You deposit checks totaling more than \$5,525 on any one day.
- (3) You redeposit a check that has been returned unpaid.
- (4) You have overdrawn your account repeatedly in the last six months.
- (5) There is an emergency, such as failure of computer or communications 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 seventh business day after the day of your deposit.

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### **TRUTH-IN-SAVINGS DISCLOSURE**

#### **REGULAR SHARES (SAVINGS)**

#### **Par value of a share:**

The par value of a share in this account is \$5.00.

Number of shares required is one (1).

#### **Rate information:**

The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The dividend rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date, which is the last day of the dividend period.

#### **Compounding and crediting:**

Dividends will be compounded every quarter and will be credited to your account every quarter.

#### **Dividend period:**

The dividend period is quarterly. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. For example, the beginning date of the first dividend period of the calendar year is January 1<sup>st</sup>, and the ending date of such dividend period is March 31<sup>st</sup>. All other dividend periods follow this same pattern of dates.

#### **Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account. If you close your account before the accrued dividends are credited, you will not receive the accrued dividends.

#### **Balance information:**

The minimum opening deposit is \$5.00 per account. To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular Share account. You must maintain a minimum average daily balance of \$5.00 in your account to obtain the disclosed annual percentage yield.

#### **Average daily balance computation method:**

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 calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar quarter.

#### **Transaction limitations:**

You may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of preauthorized, automatic, or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. See Fee disclosure for fee information.

#### **CHRISTMAS/VACATION/CLUB**

#### **Rate information:**

The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The dividend rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date, which is the last day of the dividend period.

#### **Compounding and crediting:**

Dividends will be compounded every quarter and will be credited to your account every quarter.

#### **Dividend period:**

The dividend period is quarterly. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. For example, the beginning date of the first dividend period of the calendar year is January 1<sup>st</sup>, and the ending date of such dividend period is March 31<sup>st</sup>. All other dividend periods follow this same pattern of dates.

#### **Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account. If you close your account before the accrued dividends are credited, you will not receive the accrued dividends.

#### **Balance information:**

To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular Share account. The minimum opening deposit is \$5.00 per account. You must maintain a minimum average daily balance of \$5.00 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method:**

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 calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar quarter.

**Transaction limitations:**

You may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of preauthorized, automatic, or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. See Fee disclosure for fee information.

**SUPER SAVER****Rate information:**

The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date, which is the last day of the dividend period. ASE Super Saver Accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the rate schedule. For such accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply only to that portion of the account balance within each balance range of your account.

**Compounding and crediting:**

Dividends will be compounded every month and will be credited to your account every month.

**Dividend period:**

The dividend period is monthly. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. For example, the beginning date of the first dividend period of the calendar year is January 1<sup>st</sup>, and the ending date of such dividend period is January 31<sup>st</sup>. All other dividend periods follow this same pattern of dates.

**Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account. If you close your account before the accrued dividends are credited, you will not receive the accrued dividends.

**Balance information:**

To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular Share account. The minimum opening deposit requirement is \$100.00 per account. You must maintain a minimum average daily balance of \$100.00 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method:**

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 calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar month.

**Transaction limitations:**

You may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of preauthorized, automatic, or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. See Fee disclosure for fee information.

**SHARE CERTIFICATES****Rate information:**

The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Share Certificates, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date, which is the last day of the dividend period. During the term of your Step-Up Certificate account(s), you may increase the rate one time to the rate currently in effect for accounts of this type with the same term. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

**Dividend period:**

The dividend period is quarterly. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. For example, the beginning date of the first dividend period of the calendar year is January 1<sup>st</sup>, and the ending date of such dividend period is March 31<sup>st</sup>. All other dividend periods follow this same pattern of dates.

**Compounding and crediting:**

Dividends will be compounded every quarter and will be credited to your account every quarter.

For all accounts, at your option, you may choose to have dividends credited to your certificate account or transferred to another account of yours. If you elect to have dividends transferred to another account, compounding will not apply.

**Balance information:**

To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular Share account. For Share Certificate accounts other than the 3 Year Step Up, the minimum opening deposit requirement is \$500.00 per account. For the 3 Year Step Up Share Certificate, the minimum opening deposit requirement is \$10,000.00 per account.

**Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account. If you close your account before the accrued dividends are credited, you will not receive the accrued dividends.

**Daily Balance Computation Method:**

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Transaction limitations:**

For all accounts, your ability to make deposits to your Share Certificate account(s) is not allowed until the maturity date stated on the account. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below.

**Maturity:**

Your account will mature as stated on your Share Certificate Receipt or Certificate Maturity Notice.

**Early Withdrawal Penalty (a penalty may be imposed for withdrawals before maturity)**

- If your account has an original maturity of one year or less:  
The penalty we may impose will equal 30 days dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year:  
The penalty we may impose will equal 60 days dividend on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Automatically renewable account:**

This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**SHARE DRAFT/CHECKING****Rate information:**

The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date, which is the last day of the dividend period. ASE Checking Accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the rate schedule. For such accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply only to that portion of the account balance within each balance range of your account.

**Compounding and crediting:**

Dividends will be compounded every month and will be credited to your account every month.

**Dividend period:**

The dividend period is monthly. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. For example, the beginning date of the first dividend period of the calendar year is January 1<sup>st</sup>, and the ending date of such dividend period is January 31<sup>st</sup>. All other dividend periods follow this same pattern of dates.

**Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account. If you close your account before the accrued dividends are credited, you will not receive the accrued dividends.

**Balance information:**

To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular Share account. The minimum opening deposit requirement is \$50.00 per account. You must maintain a positive average daily balance in order to obtain the annual percentage yield for this account.

**Average daily balance computation method:**

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 calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar month.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**YOUR REWARDS SHARE DRAFT/CHECKING****Rate information:**

This account does not earn dividends.

**Balance information:**

To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular Share account. The minimum opening deposit requirement is \$50.00 per account. You must maintain a positive average daily balance in order to obtain the annual percentage yield for this account.

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Reward Information:**

When using your debit card at eligible merchants, you will earn Rewards points. See Your Rewards program terms and conditions for more information.

**IRA SUPER SAVER****Rate information:**

The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date, which is the last day of the dividend period.

**Compounding and crediting:**

Dividends will be compounded every month and will be credited to your account every month.

**Dividend period:**

The dividend period is monthly. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. For example, the beginning date of the first dividend period of the calendar year is January 1<sup>st</sup>, and the ending date of such dividend period is January 31<sup>st</sup>. All other dividend periods follow this same pattern of dates.



**Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account. If you close your account before the accrued dividends are credited, you will not receive the accrued dividends.

**Balance information:**

To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular Share account. The minimum opening deposit requirement is \$100.00 per account.

You must maintain a minimum average daily balance of \$100.00 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method:**

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 calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar month.

**Transaction limitations:**

The minimum deposit we allow is \$25.00 per deposit.

**IRA SHARE CERTIFICATES****Rate information:**

The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Share Certificates, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date, which is the last day of the dividend period. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

**Dividend period:**

The dividend period is quarterly. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. For example, the beginning date of the first dividend period of the calendar year is January 1<sup>st</sup>, and the ending date of such dividend period is March 31<sup>st</sup>. All other dividend periods follow this same pattern of dates.

**Compounding and crediting:**

Dividends will be compounded every quarter and will be credited to your account every quarter.

For all accounts, at your option, you may choose to have dividends credited to your certificate account or transferred to another account of yours. If you elect to have dividends transferred to another account, compounding will not apply.

**Balance information:**

To open any account, you must deposit or already have on deposit the minimum required share(s) in a Regular Share account. For Share Certificate accounts the minimum opening deposit requirement is \$500.00 per account. You must maintain a minimum daily balance of \$500.00 to obtain the disclosed annual percentage yield.

**Accrual of dividends on noncash deposits:**

Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account. If you close your account before the accrued dividends are credited, you will not receive the accrued dividends.

**Transaction limitations:**

For all accounts, your ability to make deposits to your Share Certificate account(s) is not allowed until the maturity date stated on the account. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below.

**Maturity:**

Your account will mature as stated on your Share Certificate Receipt or Certificate Maturity Notice.

**Early Withdrawal Penalty (a penalty may be imposed for withdrawals before maturity)**

The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Automatically renewable account:**

This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, dividends will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**KASASA SAVER**

This disclosure contains the rules that govern your Kasasa Saver deposit account when it is linked to either a Kasasa Cash or Kasasa Cash Back account. Please refer to both this AND the corresponding Kasasa Cash, or Kasasa Cash Back Truth in Savings disclosure to ensure you have all the information that is associated with your accounts.

**Account Overview:**

Kasasa Saver: Linked with a Kasasa Cash, or Kasasa Cash Back account, this is a free, variable rate deposit account with no minimum balance that rewards accountholders with dividends when they meet the minimum qualifications associated with their linked account during that account's Monthly Qualification Cycle. In addition, the (a) dividends, (b) cash back dollars, (c) the nationwide ATM withdrawal fee refunds earned through the linked checking account are transferred into the Kasasa Saver account at the end of the cycle period to help the consumer save.

**Dividend Rate & Annual Percentage Yield (APY)****• Compounding & Crediting:**

Dividends will be compounded monthly. Dividends will be credited to your Kasasa Saver account on the last day of the current statement cycle. If you close your account before the dividends are credited, you will not receive the accrued dividends. Dividends begin(s) to accrue on the day you deposit noncash items (for example, checks).

"Statement Cycle" means the period of time for which ASE Credit Union provides a summary of the financial activities and transactions that post and settle to the accountholder's account.

- **Balance Computation Method:**

We use the average daily balance method to calculate the dividends on your Kasasa Saver account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the Statement Cycle.

- **Dividend Rate & Annual Percentage Yield:**

The dividend rate and Annual Percentage Yield (APY) associated with your Kasasa Saver account when linked to either a Kasasa Cash, or Kasasa Cash Back account is documented below. Please refer to the appropriate Kasasa Cash, or Kasasa Cash Back Truth in Savings Disclosure for specific account qualification information. When your linked Kasasa Cash, or Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle: Kasasa Saver: average daily balances up to and including \$50,000.00 in your Kasasa Saver account earn a dividend rate of 1.0000% resulting in an APY of 1.0046% and average daily balances over \$50,000.01 earn a dividend rate of 0.2500% on the portion of the average daily balance over \$50,000.01, resulting in a range from 0.25% to 0.63% APY depending on the Kasasa Saver account's average daily balance. When your linked Kasasa Cash or Kasasa Cash Back qualifications are not met during a Monthly Qualification Cycle: the entire average daily balance in the Kasasa Saver account earns 0.0500% APY. Dividends will be credited to your Kasasa Saver account on the last day of the current statement cycle.

**Kasasa Cash When Linked To Kasasa Saver:** When linked to Kasasa Saver and your Kasasa Cash account's qualifications are met during a Monthly Qualification Cycle, average daily balances up to and including \$15,000.00 in your Kasasa Cash account earn a dividend rate of 4.00% resulting in a non-compounding APY\* of 4.0742%; and average daily balances over \$15,000.01 earn a dividend rate of 0.2500% on the portion of the average daily balance over \$15,000.01, resulting in a non-compounding range from 0.25% to 0.525% APY depending on the account's average daily balance. When your linked Kasasa Cash account's qualifications are not met during a Monthly Qualification Cycle: ATM withdrawal fees are not refunded and the entire average daily balance in the account earns a dividend rate of 0.0500% resulting in a non-compounding APY of 0.05%. Dividends will be credited to your Kasasa Cash account on the last day of the current statement cycle.

\* Dividends in Kasasa Cash do not compound because it is automatically transferred to the Kasasa Saver account within one day. Note: Automatic transfer may cause an overdraft to your Kasasa Cash account if the account's balance is less than the transferred amount when transfer occurs.

APY = Annual Percentage Yield. APY calculations are based on an assumed balance of \$15,000.00 + \$50,000.00 in your Kasasa Cash account and \$15,000.00 + \$50,000.00 in your Kasasa Saver account and an assumed statement cycle of thirty-one (31) days. Rates, rewards, and bonuses, if any, are variable and may change after an account is opened without notice to you. No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. Fees may reduce earnings. You will automatically qualify for the account's rewards during your account's first statement cycle. If the account is closed before rewards are credited, you will forfeit the rewards.

**Reward Distribution:**

**Kasasa Cash Back When Linked to Kasasa Saver:** The cash back payments and nationwide ATM withdrawal fee reimbursements earned in your Kasasa Cash Back account will be credited to your Kasasa Saver account on last day of the current statement cycle.

**Additional Information:**

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. \$5.00 minimum deposit is required to open the account. Monthly Direct Deposit/ACH credit, enrollment in online banking, and e-Statements are a condition of Monthly Kasasa Saver's linked Kasasa Cash, Kasasa Cash Back accounts. See accompanying schedule of Consumer Fees and Charges for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, e-statements only, paper statements are not allowed with this account) and log-ons may be required to meet some of Kasasa Saver's linked Kasasa Cash, or Kasasa Cash Back account(s). Limit of 1 account(s) per Social Security Number. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. If, for whatever reason the Kasasa Saver portion of your account is closed, your account will automatically be converted to the associated standalone Kasasa Cash, or Kasasa Cash Back account and that account's terms and conditions articulated within their specific disclosure will apply.

**Linked Accounts:** You must have a linked Kasasa Cash, or a linked Kasasa Cash Back account in order to open a Kasasa Saver account, and the linked Kasasa Cash, or Kasasa Cash Back account must remain open throughout the period that you hold the Kasasa Saver account. A linked Kasasa Saver account is required for automatic savings.

**Account Limitations: As A Savings Account:** Transfers or withdrawals from a Kasasa Saver account to (a) another account of the same depositor at our institution or to (b) a third party or an account of the same depositor at another bank, if made by preauthorized transfer, automatic transfer, telephone, fax or internet banking service and (c) transfers or withdrawals to a third party or to an account of the depositor to another account at another bank made by check, draft, debit card are limited to an aggregate total of six (6) per calendar month. There is no limit to the number of transfers or withdrawals from your Kasasa Saver account to repay loans at our institution or are made in person, by mail, by messenger or at an ATM. These transactions are considered made on the date the transaction posts and settles to your account, not the date the withdrawal request was initiated. Contact one of our Financial Services Representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Federally insured by NCUA. Your Savings Insured To \$250,000 Per Account. Kasasa, Kasasa Cash, Kasasa Cash Back, and Kasasa Saver are trademarks of Kasasa, Ltd., registered in the U.S.A.

## KASASA CASH

**Account Overview:**

- Kasasa Cash: A free variable rate checking account with no minimum balance that rewards accountholders with dividends and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.
- Kasasa Saver is a free, variable rate, deposit account with no minimum balance that rewards accountholders with dividends when they meet the minimum qualifications associated with their linked Kasasa Cash checking account during each Monthly Qualification Cycle.

**Purpose and Expected Use of Account**

This account is intended to be the accountholder's primary share draft account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled. Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

ASE Credit Union reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to

a different share draft account or closed altogether. **We also reserve the right to convert the account to a different share draft account if the account does not have consistent active use over three (3) consecutive Statement Cycles.**

We have the right to close this account at any time with written notice to you. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted, and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. An ASE Credit Union check for the remaining balance, if applicable, will be mailed to the accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash or Kasasa Cash with Kasasa Saver account, any optional add-on products / services associated with this account will also be terminated at the same time. If, for whatever reason the Kasasa Saver portion of your account is closed, your account will automatically be converted to a standalone Kasasa Cash account and only the Kasasa Cash terms and conditions articulated within this disclosure will apply.

#### **Dividend Rate & Annual Percentage Yield (APY)**

- **Compounding & Crediting:**

Dividends will be compounded monthly. Dividends will be credited to your Kasasa Cash with Kasasa Saver account on the last day of the current statement cycle. If you close your account before the dividends are credited, you will not receive the accrued dividends. Dividends begin(s) to accrue on the day you deposit noncash items (for example, checks).

"Statement Cycle" means the period of time for which ASE Credit Union provides a summary of the financial activities and transactions that post and settle to the accountholder's account.

- **Balance Computation Method:**

We use the average daily balance method to calculate the dividends on your Kasasa Cash with Kasasa Saver account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the Statement Cycle.

- **Dividend Rate & Annual Percentage Yield:**

When your Kasasa Cash account qualifications are met during a Monthly Qualification Cycle: Kasasa Cash: average daily balances up to and including \$15,000.00 in your Kasasa Cash account earn a dividend rate of 4.00% resulting in a non-compounding APY\* of 4.0742%; and average daily balances over \$15,000.01 earn a dividend rate of 0.2500% on the portion of the average daily balance over \$15,000.01, resulting in a non-compounding range from 0.25% to 0.525% APY depending on the account's average daily balance.

Kasasa Saver: average daily balances up to and including \$50,000.00 in your Kasasa Saver account earn an APY of 1.0000% and average daily balances over \$50,000.01 earn a dividend rate of 0.2500% on the portion of the average daily balance over \$50,000.01, resulting in a range from 0.25% to 0.63% APY depending on the account's average daily balance.

When your Kasasa Cash account qualifications are not met during a Monthly Qualification Cycle:

Kasasa Cash: ATM withdrawal fees are not refunded and the entire average daily balance in the account earns a dividend rate of 0.0500% resulting in a non-compounding annual percentage yield of 0.0500%.

Kasasa Saver: the entire average daily balance in the Kasasa Saver account earns a dividend rate of 0.0500% resulting in an annual percentage yield of 0.0500%.

\* Interest in Kasasa Cash does not compound because it is automatically transferred to the Kasasa Saver account within one day. Note: Automatic transfer may cause an overdraft to your Kasasa Cash account, if the account's balance is less than the transferred amount when transfer occurs.

#### **Qualification Information:**

To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash account during each Monthly Qualification Cycle:

- At least 1 direct deposit, or ACH credit, or ACH payment transaction(s)
- At least 1 bill pay transaction(s)
- At least a combined total of 12 PIN-based or signature-based debit card purchases or more, each with a minimum purchase amount of \$5.00.
- Be enrolled in and have agreed to receive only e-statements rather than paper statements.

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards. The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit and credit card purchases processed by merchants and received by our credit union as ATM transactions, PIN-based or signature-based transactions, non-retail payment transactions and purchases made with debit or credit cards not issued by our credit union. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) banking day prior to the first banking day of the current statement cycle through one (1) banking day prior to the last banking day of the current statement cycle. "Banking Day" means any business day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions.

"Business Day" means a calendar day other than a Saturday, Sunday, or Federal Holiday. If the Federal Holiday falls on a Sunday, it will be observed the following Monday, which is not a Business Day. "Statement Cycle" means the period of time for which our credit union provides a summary of the financial activities and transactions that post and settle to the accountholder's account.

#### **Reward Information:**

When your Kasasa Cash account qualifications are met during a Monthly Qualification Cycle, average daily balances up to and including \$15,000.00 in your Kasasa Cash account earn a dividend rate of 4.00% resulting in a non-compounding APY of 4.0742%; and average daily balances over \$15,000.01 earn a dividend rate of 0.2500% on the portion of the average daily balance over \$15,000.01, resulting in a non-compounding range from 0.25% to 0.525% APY depending on the account's average daily balance.

In addition, average daily balances up to and including \$50,000.00 in your Kasasa Saver account earn a dividend rate of 1.0000% resulting in an APY of 1.0046%; and average daily balances over \$50,000.01 earn a dividend rate of 0.2500% on the portion of the average daily balance over \$50,000.01, resulting in a range from 0.25% to 0.63% APY depending on the Kasasa Saver account's average daily balance. You will receive reimbursements up to an aggregate total of \$25.00 for nationwide ATM withdrawal fees incurred within your Kasasa Cash account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your Kasasa Cash qualifications are not met, the dividend rate earned on the account's entire average daily balance will be 0.0500% resulting in a non-compounding annual percentage yield of 0.0500% and ATM withdrawal fees are not refunded. In addition, the entire average daily balance in the Kasasa Saver account earns a dividend rate of 0.0500% resulting in an annual percentage yield of 0.0500%.

Dividends will be credited to your Kasasa Cash and Kasasa Saver account on the last day of the current statement cycle.

Nationwide ATM withdrawal fee reimbursements will be credited to your account on the last day of the current statement cycle.

APY = Annual Percentage Yield. APY calculations are based on an assumed balance of \$15,000.00 + \$50,000.00 in your Kasasa Cash account and \$15,000.00 + \$50,000.00 in your Kasasa Saver account and an assumed statement cycle of thirty-one (31) days. **Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you.** No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. Fees may reduce earnings. You will automatically qualify for the account's rewards during your account's first statement cycle. If the account is closed before rewards are credited, you will forfeit the rewards.

#### **Additional Information:**

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. \$50.00 minimum deposit is required to open the account. Monthly Direct Deposit, ACH credit, ACH Payment or Bill Payment transaction, and only e-Statement are a condition of these accounts. See accompanying schedule of Consumer Fees and Charges for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, statements; paper statements are not allowed with this account) and log-ons may be required to meet some of the account's qualifications. Limit of 1 account per Social Security Number. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Kasasa Cash account is required to have a Kasasa Saver account. If, for whatever reason the Kasasa Saver portion of your account is closed, your account will automatically be converted to the associated standalone Kasasa Cash account and that account's terms and conditions articulated within their specific disclosure will apply. A linked Kasasa Saver account is required for automatic savings.

Contact one of our Financial Services Representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Federally insured by NCUA. Your Savings Insured To \$250,000 per account. Kasasa, Kasasa Cash and Kasasa Saver are trademarks of Kasasa, Ltd., registered in the U.S.A.

### **KASASA CASH BACK**

#### **Account Overview:**

Kasasa Cash Back: A free variable reward checking account with no minimum balance that rewards accountholders with cash back on their PIN-based or signature-based debit card purchases and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle.

#### **Purpose and Expected Use of Account**

This account is intended to be the accountholder's primary share draft account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards. ASE Credit Union reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different share draft account or closed altogether. **We also reserve the right to convert the account to a different share draft account if the account does not have consistent active use over three (3) consecutive Statement Cycles.**

We have the right to close this account at any time, with written notice to you. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted, and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. An ASE Credit Union check for the remaining balance, if applicable, will be mailed to the accountholder at the address indicated on our current records. Upon termination of your Kasasa Cash Back or Kasasa Cash Back with Saver account, any optional add-on products / services associated with this account will also be terminated at the same time.

#### **Qualification Information:**

To earn your rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash Back account during each Monthly Qualification Cycle:

- At least 1 direct deposit, ACH payment, ACH credit, or bill pay transaction(s)
- At least a combined total of 12 or more PIN-based or signature-based debit card purchases, each with a minimum purchase amount of \$5.00.
- Be enrolled in and have agreed to receive only e-statements rather than paper statements.

Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards. The following activities do not count toward earning account rewards: ATM-processed transactions, transfers between accounts, debit and credit card purchases processed by merchants and received by our credit union as ATM transactions, PIN-based or signature-based transactions, non-retail payment transactions and purchases made with debit or credit cards not issued by our credit union. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards.

"Monthly Qualification Cycle" means a period beginning one (1) banking day prior to the first banking day of the current statement cycle through one (1) banking day prior to the last banking day of the current statement cycle. "Banking Day" means any business day on which an office of the credit union is open to the public for the purpose of carrying out substantially all of its banking functions. "Business Day" means a calendar day other than a Saturday, Sunday, or Federal Holiday. If the Federal Holiday falls on a Sunday, it will be observed the following Monday, which is not a Business Day.

"Statement Cycle" means the period of time for which our credit union provides a summary of the financial activities and transactions that post and settle to the accountholder's account.

#### **Reward Information:**

When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive 3% cash back on up to a total of \$400.00 in PIN-based or signature-based debit and credit card purchases that post and settle to the account during that cycle period. A maximum of \$12.00 cash back payments may be earned per Monthly Qualification Cycle.

You will receive reimbursements up to an aggregate total of \$25.00 for nationwide ATM withdrawal fees incurred within your Kasasa Cash Back account during that Monthly Qualification Cycle. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM withdrawal fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your Kasasa Cash Back account qualifications are not met, no cash back payments are made, and ATM withdrawal fees are not refunded.

Cash back payments and nationwide ATM withdrawal fee reimbursements will be credited to your Kasasa Cash Back account on the last day of the current statement cycle.



**Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you.** No minimum balance is required to earn or receive the account's rewards. Rewards less than a penny cannot be distributed. You will automatically qualify for the account's rewards during your account's first statement cycle. If the account is closed before rewards are credited, you will forfeit the rewards.

**Additional Information:**

Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. \$50.00 minimum deposit is required to open the account. Monthly Direct Deposit, ACH credit, ACH Payment or Bill Payment transaction, and only e-Statement are a condition of these accounts. See accompanying schedule of Consumer Fees and Charges for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, e-statements; paper statements are not allowed with this account) and log-ons may be required to meet some of the account's qualifications. Limit of 1 account per Social Security Number. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Kasasa Cash Back account is required to have a Kasasa Saver account. If, for whatever reason the Kasasa Saver portion of your account is closed, your account will automatically be converted to the associated standalone Kasasa Cash Back account and that account's terms and conditions articulated within their specific disclosure will apply. A linked Kasasa Saver account is required for automatic savings.

**COMMON FEATURES**

Bylaw requirements:

You must complete payment of one share in your Regular Share Savings account as a condition of admission to membership.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Transaction limitation - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from a deposit account other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D.

The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, ATM withdrawal, or other electronic means.

Please refer to our separate fee schedule for additional information about charges.

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**MANDATORY ARBITRATION AND CLASS ACTION WAIVER**

**Binding Arbitration of Claims and Disputes.**

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

**Agreement to Arbitrate Disputes.**

Either You or We may elect, without the other's consent, to require that any dispute between Us concerning Your Accounts or the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

**No Class Action or Joinder of Parties.**

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by You and Us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**Disputes Covered by Arbitration.**

YOU ACKNOWLEDGE THAT IN ARBITRATION, THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of Your Accounts or the services related to your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general, or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to this arbitration provision's enforceability, validity, scope, or interpretation. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not correctly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable grounds and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute that is included under this arbitration provision, the other party may elect to proceed in arbitration pursuant to this arbitration provision.

**Disputes Excluded from Arbitration.**

Disputes wherein enforcement of an arbitration and/or class waiver provision is prohibited by applicable law. Disputes filed by You or by Us individually in a small claims court are not subject to arbitration so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this arbitration provision. Claims and defenses raised as counterclaims will be subject to arbitration.

**Procedures Prior to Filing a Claim in Arbitration.**

Prior to either party filing a claim in arbitration, they shall first make a written demand upon the other party setting forth their claim. The parties shall then attempt to resolve the dispute in good faith for a minimum of 60 days before any claim may be filed in arbitration. During this period, both parties agree to toll any applicable statute of limitations.

**Commencing an Arbitration.**

The arbitration must be either conducted by a neutral arbitrator selected by agreement of the parties or filed with the following neutral arbitration forum and follow its rules and procedures for initiating and pursuing an arbitration:

JAMS  
1-800-352-5267 (toll-free)  
www.jamsadr.com

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules and additional information about initiating an arbitration by contacting JAMS.

If You initiate the arbitration, You must notify Us in writing at: ASE Credit Union 4217 Lomac Street, Montgomery, AL 36106.

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address unless the parties agree to a different location in writing.

**Administration of Arbitration.**

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to You or Us. The arbitrator must take reasonable steps to protect customer account information and other confidential information if requested to do so by You or by Us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or We may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the arbitrator shall issue a written, reasoned decision following applicable law, and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

**Costs.**

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if You ask Us in writing and We determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**Right to Resort to Provisional Remedies Preserved.**

Nothing herein shall be deemed to limit or constrain Our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien We may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that You or We may elect to arbitrate any dispute related to such provisional remedies.

**Arbitration Award.**

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**Governing Law.**

You and We agree that our relationship includes transactions involving interstate commerce and that this arbitration provision is governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Alabama shall apply.

**Severability, Survival.**

This arbitration provision shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this arbitration provision is deemed invalid or unenforceable, the remainder of this arbitration provision shall remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

This "MANDATORY ARBITRATION AND CLASS ACTION WAIVER" provision shall become effective upon the 31<sup>st</sup> day after we provide them to you (the "Effective Date"), unless you opt-out within the 31 day period as provided below. If you receive your statements by mail, then this "MANDATORY ARBITRATION AND CLASS ACTION WAIVER" provision was provided to you when mailed. If you receive your statements or other disclosures electronically, then the provisions were provided to you when you were sent notice electronically.

You have the right to opt-out of this "MANDATORY ARBITRATION AND CLASS ACTION WAIVER" provision and doing so will not affect any other terms and conditions of your relationship with us. To opt-out, you must notify us in writing of your intent to opt-out before the Effective Date. Your opt-out will not be effective and you will be deemed to have consented and agreed to this "MANDATORY ARBITRATION AND CLASS ACTION WAIVER" provision unless your notice of intent to opt-out is received by us in writing at ASE Credit Union, 4217 Lomac Street, Montgomery, AL 36106.

