

EMBLEM CREDIT UNION

BUSINESS MASTER ACCOUNT AGREEMENT AND DISCLOSURES

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Notice to Members: The laws and regulations governing the financial services we provide are complex. To ensure your understanding of our relationship with you, we provide this detailed Agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. Please note that the terms of this Agreement may change from time to time as provided for in this Agreement.

Cellular Phone Contact Policy: By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

Binding Arbitration: Except as specifically provided herein, this arbitration provision substantially limits your right to bring a legal action in a judicial forum (except for matters that may be brought in small claims court as set forth in this Agreement). Please read this section carefully. The parties will not have a right to have a judge or jury decide any claim or dispute, and the ability to appeal is limited in an arbitrated matter hereunder. Any disputes will be decided by a neutral arbitrator. Further, neither party nor anyone on their behalf can pursue any claim or dispute in any class or representative capacity. It is the intent of the parties hereto to provide a fundamentally fair and less costly forum to address any disputes between the parties, and the parties specifically agree to this alternative method of dispute resolution as an integral part of the relationship between the parties. See “Resolving Claims” section for complete details.

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Effective date of this document is July 1, 2025.

INTRODUCTION

This Agreement, accompanied by the Fee Schedule, explains the rules which govern your account(s) and account services with us. Please review this Agreement and the Fee Schedule carefully and keep them in a safe and convenient place.

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to summarize the rules applicable to common transactions; establish rules to govern transactions not regulated by state or federal law; establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and provide you with certain disclosures and information regarding our policies as required by law. By signing a Business Account Agreement Signature Card or using (or continuing to use) any account or account services after receiving this Agreement, notice of its availability, or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement and the Fee Schedule, as amended from time to time.

Pursuant to the Credit Union’s Bylaws, each member may cast one vote. When the member is an entity rather than a natural person, any authorized signer named in the Resolution may serve as the voting agent. The designation of voting agent will be made on a first come, first serve basis.

ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS

- TERMS, CONDITIONS AND LIMITATIONS OF YOUR RELATIONSHIP WITH THE CREDIT UNION:** The following terms govern our relationship with you and apply to all Emblem Credit Union business accounts. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union’s Bylaws, policies and procedures, which are herein collectively referred to as “Agreement”. You have agreed by signing the Business Account Agreement Signature Card and/or by using your account on or after the opening date, to be legally bound by the terms of this Agreement. You should keep a copy of this Agreement and anything else we send to you about your account for your records. When used in this Agreement, the terms “you” and “your” refer to your business or its authorized representative; the terms “we”, “our,” and “Credit Union” refer to Emblem Credit Union. The term “Account(s)” refers to your Emblem Credit Union business deposit account(s).

The purpose of this section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, which include, but are not limited to, loan, safe deposit and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Except as expressly stated below in regard to third-party service providers, to the extent that the terms of a specific subsection of this Agreement vary from the terms set forth in this section, the specific terms and conditions of the subsection will govern our relationship with you. Transactions on your account may also be governed by agreements with third parties such as the NACHA (National Automated Clearing House Association) Operating Rules, which agreements will also be binding

upon you and the Credit Union. To the extent that the terms of any such third-party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

2. **ACCOUNTS AND SERVICES FOR BUSINESS PURPOSES:** You represent, warrant and guarantee that all accounts and/or other services, including any particular transaction shall be for commercial use, and no service or transaction shall otherwise be used for any consumer, household or family purpose whatsoever.
3. **NATURAL DISASTERS, PANDEMICS OR SIGNIFICANT HEALTH CONCERNS AND OTHER ACTS OF GOD:**
 - a. **FORCE MAJEURE:** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.
 - b. **OFFICIAL HEALTH GUIDANCE:** All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or health organizations which may include but are not limited to: closure of Credit Union offices; social distancing; requiring the use of personal protective equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.
 - c. **FACE MASKS:** For security reasons all face masks are generally prohibited unless medically required. If a mask is medically required or an individual elects to wear a mask due to their own health concerns, members/non-members, contractors and staff, may be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove your mask temporarily for identification in the branch you may use the Credit Union's drive-through as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.
4. **DEPOSITS TO YOUR ACCOUNT(S) AND INSTRUMENTS PAID/CASHED:** Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, or by direct deposit or other EFT (Electronic Funds Transfer) allowed by us. Should we accept a deposit from you by any electronically created item (example includes, but is not limited to, remotely deposited check) you will indemnify us for any claim by any subsequent third party for claim of loss for a subsequent deposit of the same item, whether such action was authorized by you or not. We may refuse to cash a check made payable to your business, but instead require you to deposit the check to your Account. All deposits accepted by us are subject to verification. You should retain your copy of any receipt or other document which evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.
 - a. **ENDORSEMENTS:** You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.
 - b. **THIRD-PARTY CHECKS:** The Credit Union reserves the right to accept or refuse third-party checks at its discretion.
 - c. **SUBSTITUTE CHECKS:** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. Further, the Credit Union may charge you a fee as set forth in the Schedule for each requested item and /or for research as applicable.
 - d. **E-CHECKS:** When you or any person with authority authorize any e-Check, you agree that we may pay the item as submitted to us; that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and you agree to indemnify us for all losses we incur in connection with any e-Check you authorize.
 - e. **COLLECTION OF DEPOSITS:** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Business Account Agreement Signature Card or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and given to us separately along with the item in question. We will not be liable for any default or negligence of correspondents or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentation), and in so doing we may permit the payor bank to hold an item beyond the midnight deadline. Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid, you are fully responsible for any loss we may incur in seeking to collect the item for you. Items not drawn by you upon us are not overdrafts but are insufficient funds items that you must pay to us if we incur any loss in seeking to collect such items for you. Applicable fees may be assessed in accordance with the Fee Schedule.
 - f. **DIRECT DEPOSITS:** You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option.

Direct Deposit or Transfer Authorization/Bankruptcy: If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.

- g. **MULTIPLE PAYEES:** Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (For example: A check payable to "A and B" is a conjunctive instrument. A check payable to "A or B"; "A, B"; "A/B"; where "A" and "B" are listed on separate lines; or otherwise, where not expressly conjunctive are payable in the alternative).
- h. **FINAL PAYMENT:** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose all fees/charges set forth in the Fee Schedule without notice. If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular Account statement. If we credit your Account for an automated clearinghouse credit entry or for any other fund transfer or payment order, the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the fund transfer and that we may charge your Account for such amount. In such case, the person making the payment to you will be considered not to have paid you the amount of the fund transfer. When we process incoming fund transfers, we rely on the account numbers given to us by the financial institutions or other persons who send the fund transfers to us. We will have no duty to determine if the account numbers provided to us is consistent with the name or other information given to us and we will not be liable to you if we credit a fund transfer intended for you to another member's account because the sender instructed us to credit an incorrect account number. We reserve the right to refuse or to return all or part of a deposit at any time.
- i. **RESTRICTIVE LEGENDS:** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "Two Signatures Required", "Void after Sixty (60) Days," or "Not Valid over \$500.00". We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.
- j. **COURTESY NOTICE-DEPOSITS TO SHARE ACCOUNTS:** The Credit Union is only seeking to collect the deposit(s) on your behalf. You may not have access to the funds until such time as the Credit Union actually collects payment for the deposit from the drawee or source indicated, and that payment becomes irrevocable based upon our sole determination. There is no limit on how long it may take us to collect and make these funds available to you.

5. **TRANSACTIONS FROM YOUR ACCOUNT(S):** Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in the section of this Agreement entitled "Funds Availability Policy for Business Accounts". We are required to permit a withdrawal only if you have sufficient available funds in your Account to cover the entire amount of the withdrawal, and you are not in default under any obligations you owe to us. Checks or other debit items presented against insufficient or available funds are subject to a service charge.

- a. **TRANSACTION AUTHORIZATION:** If you give your account number, card number, or access code to a third-party person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.
- b. **PAYMENT ORDER OF YOUR TRANSACTIONS:** To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our intention is to pay them as we receive them. We may receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. When multiple items are received at once, the items will be paid as follows: checks are paid in order of lowest to highest dollar amount; ACH items in each presentment file post credits first, then debits paid by dollar amount, lowest to highest, and generally we may receive up to four (4) ACH presentment files per day; ATM (Automated Teller Machine)/POS items are paid in the order they are presented. Items performed in person such as withdrawals or checks cashed at one of our locations or a shared branch, are generally paid at the time they are performed.

Why this is Important to You: 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. Our payment policy may cause your larger, and perhaps more important items to not be paid first, but may reduce the amount of Overdraft fees and/or Insufficient Funds fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item as insufficient. The amounts of the Overdraft and Insufficient Funds fees are disclosed in the Fee Schedule, as applicable.

- c. **RESTRICTIONS ON WITHDRAWALS FROM ALL ACCOUNTS:** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law if there is a dispute between parties to an account, regardless of limits to said party's authority to transact; a legal garnishment, attachment or levy is served on us; the account(s) secures any obligation owed to us; any required documentation has not been provided to us; or you are delinquent or fail to pay a loan or any other obligation owed to us when due. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested persons or a legal document, which meets our requirements. In addition to the foregoing, if any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the member's possession of any large sums of cash from the moment possession of same is made available to the member; and member will execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.
- d. **TERM SHARE CERTIFICATES:** Any Term Share Certificate Accounts offered by the Credit Union are subject to the terms of this Agreement, the Fee Schedule, and any account receipt or certificate, which are incorporated herein by reference.
- e. **SHARE DRAFT ACCOUNTS:** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will

be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account in any order determined by us, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.

Check Copies: You understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. We have no obligation to retain the originals of any checks or other documentation. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide a copy or an electronic image of the original check. The Credit Union may charge you a fee as set forth in the Fee Schedule for each requested item and/or for research, as applicable.

- f. **CHECKS YOU REQUEST FROM THE CREDIT UNION:** If you request any check be issued by the Credit Union pursuant to any means we make available, then all such checks are payable to the first named owner of the account, record owner, trustee, custodian, or as otherwise indicated on your Business Account Agreement Signature Card with us and will be mailed to the address of record.
 - g. **TEMPORARY HOLDS AND AUTHORIZATIONS FOR AMOUNTS IN EXCESS OF TRANSACTIONS:** In order to facilitate certain electronic transactions you make, we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make, including the amount that may be subject to these holds. Pursuant to the processing networks' rules, a merchant (hotel, car rental company, retailer, etc.) may obtain authorization for up to three (3) times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an "authorized amount" by you and the authorized amount will not be available via your account until after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your VISA® Business Debit Card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations).
6. **FACSIMILE SIGNATURES:** If the Credit Union elects to accept faxed signatures and if you choose to use faxed signatures, you agree that:
- a. It is impossible for us to determine whether or not a facsimile signature is genuine;
 - b. We may honor any and all checks, drafts or other orders for the payment or withdrawal of money bearing or appearing to bear an authorized facsimile signature, even if the facsimile signature was made by an unauthorized person or the item on which a facsimile signature appears is itself a counterfeit item, or the facsimile signature is counterfeit.
 - c. You assume full responsibility and will indemnify us for all items paid over a forged or unauthorized facsimile signature.
7. **ADDITIONAL TRANSACTION LIMITATIONS:**
- a. **LARGE CASH WITHDRAWALS:** If any person should instruct the Credit Union to make a large cash withdrawal (the definition of which shall be within the Credit Union's sole discretion) in lieu of other methods of transferring funds offered by the Credit Union, the member hereby releases the Credit Union from any and all liability, claims and demands whatsoever which arise from or in any way relate to the member's possession of any large sums of cash. This release shall be applicable from the moment possession of said cash is made available to the member. Further, the member hereby agrees to execute and deliver any further releases the Credit Union may require in connection with any such withdrawal.
 - b. **TRANSACTION LIMITATIONS AND THE CREDIT UNION'S BUSINESS DAYS:** Except as may be otherwise specifically provided in our agreements, all transactions made on days that are not our business days will be treated, transmitted, recorded, etc., as applicable and appropriate as if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive the item.
 - c. **INAPPROPRIATE AND/OR GAMBLING TRANSACTIONS:** Certain federal and/or state laws such as the UIGEA (Unlawful Internet Gambling Enforcement Act) or the rules of third-party service providers may limit or prohibit certain transactions such as, but not limited to, those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law, or which is otherwise limited or prohibited. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel/casino. You understand and agree that such limitations or prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or card(s).
8. **SPO (STOP PAYMENT ORDER):** If you don't want us to pay a specific written instrument, you can ask us to place a SPO on the instrument. You can notify us by mail, telephone, electronically, or in person. Any such instruction must be given to a teller, member service representative or branch manager of the Credit Union. You agree that we are not obligated to honor a SPO that does not contain accurate information provided in a timely manner. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. We will charge you a service charge for any SPO as set forth in the Fee Schedule. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) calendar days, your SPO will expire and the instrument may thereafter be paid by us. If you provide written confirmation, your SPO will be effective for a period of six (6) months. Such written confirmation by us will also be effective for a period of six (6) months. To extend the SPO for an additional six (6) months, you must deliver to us an additional written request as described above. The Credit Union will not be responsible for any loss as a result of honoring a check more than fourteen (14) days after receipt of your oral order to stop

payment; more than six (6) months after your written order to stop payment; or more than six (6) months after a written extension as provided herein; through inadvertence, oversight or accident, we honor any postdated check; if you fail to provide us with complete or accurate information; or if you fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your SPO. You will be charged the Stop Payment fee disclosed in the Fee Schedule at the time the SPO is received. If the SPO is ineffective for any reason, you will be charged the Transfer, Insufficient Funds, and/or Overdraft fee as disclosed in the Fee Schedule if sufficient funds are not available in your account.

9. **USE OF CHECK IMAGES AND SUBSTITUTE CHECKS:** For each original check that you deposit, you hereby authorize us (and any collecting institution, returning institution, reserve bank or processor which subsequently receives the original check) to create an electronic image ("check image") of the original check, and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network, or other collecting bank or returning bank; or create a substitute check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the "Check 21 Act") instead of the check image. A check image or a substitute check may be collected through one or more check clearinghouses, one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank, or exchange agreement. You agree that we may debit your account for a check image of an original check drawn on your account and presented for payment or collection, or a returned check image of an original check that was deposited by you. In these situations, we may debit your account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or post to your account, a paper copy or paper representation of an original check (including without limitation an IRD [Image Replacement Document] or a photocopy) drawn on or returned to your account that does not otherwise meet the technical or legal requirements for a substitute check. You agree that a check image that is received or created by the Credit Union in the check deposit, collection or return process shall be considered a "check" and/or an "item" for all purposes under this Agreement and applicable law. In addition, a check that you deposit with us, or that you draw on your account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same manner as "check" or "item" under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act. You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.
10. **LIMITATION ON HIGH-SPEED CASH LETTERS:** When depositing a paper check cash letter for high-speed processing, you may only include in such cash letter those checks or items that are eligible for conversion to a check image under the terms of this Agreement and any other documentation, terms and conditions and instructions provided by us to you from time to time. Without limiting the generality of the preceding sentence, a high-speed cash letter may not include any of the following items: forward or return items in carrier documents, photocopies in lieu, notices in lieu of return, foreign items, or mutilated items. To deposit these non-eligible items, you must prepare a separate cash letter and indicate in the cash letter in the manner specified by us to you from time to time that the cash letter consists of items not eligible for imaging. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit of a cash letter in violation of the limitations set forth in this paragraph.
11. **DIVIDENDS:** Dividends are subject to the approval of the Credit Union's Board of Directors and are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Not all business accounts pay dividends. You should refer to your Rate Schedule, which is incorporated herein by reference, to assess current dividends (if any), costs, fees and other charges. At our discretion, we may change the dividend rate and APY on your account without notice to you. We may also change the manner in which dividends are calculated and/or credited to you by posting the change in our branch offices, by making such information available upon request in our branch offices, or in any other manner required or permitted by law. If you desire current dividend rate and APY information, please ask in any branch office or telephone your Credit Union representative. We reserve the right to calculate dividends for dividend-bearing accounts which are used for business or other non-personal purposes in a manner different from dividend-bearing accounts which are used for personal, household or family purposes. We must report dividends on certain non-corporate accounts to the appropriate governmental agencies. It is your responsibility to provide us your correct tax identification number and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the dividends earned on your account, as required by law. You may also be subject to government penalties. Dividends begin to accrue on dividend-bearing accounts no later than the business day we receive credit for the deposit of checks and other non-cash items. Unless stated otherwise, the term "month" when used in this Agreement or any Fee Schedule or other addendum means monthly statement cycle.
12. **STATEMENTS:** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. Upon receipt, you should review your statement carefully. If you fail to notify us, within fourteen (14) days of receipt or availability of the statement or other written or electronic report of your account transactions, of any problem or discrepancy that appears on the statement or report, such as an unauthorized transaction or the forgery or alteration of any item charged to your account, you may lose certain legal rights. In no event will we be liable for any unauthorized transaction or any forgery, unauthorized signature or alteration of an item on your account that is not brought to our attention within ninety (90) days of the date on which your statement or report was received or made available to you. Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act. Please notify us in writing of any change in your address. If your statement is returned to us, we will suspend further mailings until a current address is received. Refer to the Fee Schedule for applicable fee(s). You will be deemed to have received any information we mail to you five (5) business days after the information is mailed, even if it is returned to us as undeliverable. You will be deemed to have received information we hold at your request at the time we make such information available for you to pick up. You will be deemed to have received information we make available to you electronically on the date we make the information available for access by you.

13. **DORMANT ACCOUNTS:** If your account falls below any applicable minimum balance or you have not made any transactions within the preceding 365-day period, we may classify your account(s) as dormant. Unless specifically prohibited by applicable law, we may also charge a service fee as set forth in the Fee Schedule for processing your dormant account. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.
14. **ADVERSE CLAIMS TO FUNDS IN YOUR ACCOUNT:** Without any obligation or liability, we may place a hold on your Account in the amount of any funds for which there may be an adverse claim when we investigate the claim or until ownership of the funds is established to our satisfaction.
15. **MONEY OWED:** Except to the extent otherwise agreed with you in writing, any loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you may be charged in whole or in part to the account, to any other account(s) in your name, or to accounts of co-owners and of certain individuals, to the extent permitted by law. You grant us a security interest in the balance in the account and in any other account(s) in your name, to pay all loans, charges, service or analysis charges, overdrafts or other obligations or other indebtedness now or hereafter owed to us by you. In addition, we may exercise our right of set off without advance notice to you and without regard to any other right that we may have against you or any other party. Such set off shall be effective immediately upon the occurrence of the event giving rise to the set off rights even though we may enter the set off on our books at a later date. Our security interest and right of set off shall prevail and take priority over any adverse claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.
16. **CHANGE IN ACCOUNT INFORMATION:** You should notify us of any change in the ownership or controlling officers of your business or signing authority for your account. You may be required to provide information regarding beneficial ownership for your business and certify its accuracy when you open new accounts and/or services. With regards to renewing products, such as Term Share Certificates, you agree to notify us of any changes in beneficial ownership during the life of your account and to comply with our requirements regarding certification of said changes. We may ask you to execute and deliver to us new account resolutions and signature cards before the change is made effective.
17. **TRANSFER OF OWNERSHIP:** Your account is not assignable or transferable except on our records. We must approve any pledge of your account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your account, we may require that your account be closed and a new one be opened by and in the name of the new owner(s).
18. **DEATH OF SOLE PROPRIETOR:** Following the death of a sole proprietor of an unincorporated business, the balance in the account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release.
19. **CHARGES TO YOUR ACCOUNT:** Your account may be subject to various charges, including but not limited to item charges, a monthly service charge, charges for the use of certain account services, and late payment charges as set out in the Fee Schedule, statement or other fee disclosure we provide to you, and which are made part of this Agreement. Unless otherwise agreed, these charges will be deducted from your account balance automatically and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

If funds in your account are attached, garnished, or levied against, or if we are prohibited by law from paying on your account, we may assess a legal process charge. We may debit your account for any expenses we may incur as a result of any such legal action. Any such legal action may reduce your account balance and cause your outstanding checks to be returned unpaid. We reserve the right to charge a fee for cashing checks you write. This fee will be collected from the payee at the time the check is cashed. If the payee refuses to pay our check cashing fee, we may refuse to cash your check, even if your check is otherwise properly payable, and we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal. You may contact your Credit Union representative to learn the amount of the fee, if applicable.

We reserve the right to make changes to our fees and other charges from time to time. Where practicable, notice of such changes will be given by mail addressed to the last address that you have specified for your account by posting in our branch offices, by making the information available to you in electronic form or otherwise as required or permitted by law.

20. **CLOSING YOUR ACCOUNT:** You or the Credit Union may close your account at any time for any reason and without prior notice. If we close the account, we will mail you a check for the final balance. You will still be liable to us for any service charges, returned checks or overdrafts, which may occur after the account is closed.
21. **TERMINATION OR RESTRICTION OF ACCOUNT(S) AND SERVICE(S) AND STANDARDS OF CONDUCT AND BEHAVIOR:** The Credit Union is committed to delivering exceptional products and services to members. To that end our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union's policies define the circumstances under which services may be limited for members who engage in "improper or abusive conduct;" and also address other circumstances where services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members.

You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or Transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. You further agree that we can terminate your membership, any account or service including any rewards program for cause based on any of the circumstances defined in this Agreement; without notice or further action. We, in our sole discretion, may terminate, limit or restrict, or change the terms, as we in our sole discretion

deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if:

1. If at any time and for any reason within our discretion, we determine that continuing to maintain your account or providing any services exposes the Credit Union to any burdens or risks that we do not wish to incur; or wish to no longer incur.
2. There is a request to change the owners or authorized users;
3. There is a fraud/forgery or unauthorized use committed or reported;
4. There is a dispute as to ownership of any account or sum on deposit;
5. There are any share drafts that are lost or stolen;
6. There are returned unpaid items-
7. There is any misrepresentation regarding any account(s) or service(s);
8. The Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us;
9. You falsely submit any affidavit or other form claiming fraud or loss from a transaction that is determined to be legitimate.
10. If we believe you have been negligent in protecting any access devices or codes;
11. We deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the best interests of the Credit Union, our members or our employees;
12. You breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements;
13. If bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us;
14. You refuse or fail to cooperate as provided in this Agreement;
15. You have an account that does not maintain a required par value for a membership account or any balance as to all other accounts;
16. You violate any Credit Union policy, procedure or standard or any law, regulation or rule;
17. If you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure;
18. Making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization;
19. Misappropriating Credit Union funds, property, or other material proprietary to the Credit Union;
20. Deliberately or repeatedly violating security procedures or safety rules;
21. Possessing, using, or being under the influence of illicit drugs on Credit Union premises;
22. If any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements;
23. Using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such devices in a manner we determine is primarily intended to abuse a rewards program.

Notice on Actions We may Take Upon Termination as Set Forth Above. We, on our own accord, may place a stop payment on any share draft, item or Transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. We are not responsible for any draft, withdrawal, item or Transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.

Residence Outside the U.S., Its Possessions or Territories. We may require that all checking accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

Duty to Cooperate. You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

22. **PRE-REQUISITE TO FRAUD – LOSS CLAIMS:** If you carry special insurance for employee fraud/embezzlement, we can require you to file your claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company's decision. Our liability to you, if any, will be reduced by the amount your insurance company pays you.
23. **INFORMATION:** You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. We may record conversations we have with you about your account.
24. **DISCLOSURE STATEMENTS:** In connection with your account, we may give to you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be a part of this Agreement.
25. **OUR STANDARD OF CARE:** Our responsibility to you is limited to our exercise of ordinary care in performing the services covered by this Agreement. Substantial compliance with our standard procedures shall be deemed to be the exercise of ordinary care. We will have no liability to you for taking or not taking any action permitted but not required. We will not be liable for the action or inaction of any third party in handling items deposited to or withdrawn from your account. No third party shall have any rights or claims against us under this agreement.
26. **OTHER SERVICES:** If you use other Credit Union services in connection with your account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary to avoid inconsistency with this Agreement.
27. **AMENDMENT, WAIVER:** We reserve the right to amend this Agreement from time to time, including the right to convert your account from one product to another. Where practicable, we will post notice of any amendment in our branch offices, or we will mail notice of an

amendment to the last address which you have specified for your account, or notify you otherwise as required or permitted by law. Any waiver by us of any term or condition stated in this Agreement shall not be considered a waiver of any other or future obligation or right.

28. **SEVERABILITY:** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.
29. **WAIVER OF JURY TRIAL:** You irrevocably waive any and all rights you may have to a trial by jury in any action, proceeding or claim of any nature relating to this Agreement or your account, any documents executed in connection with this Agreement or your account, any transaction contemplated in any of such documents, or any other agreements, transactions or relationships you may have with us now or in the future. You acknowledge that the foregoing waiver is knowing and voluntary.
30. **GOVERNING LAW:** This Agreement and your and our rights and obligations under this Agreement and any other relationships to which this Agreement applies, are governed and interpreted according to federal law and the law of the state Alabama where your account is located. If you are not sure where your account is located, please contact us. Generally, your account is located in the State of the Credit Union's principal office, which is Alabama. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted above. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any Transaction or series of Transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other Transactions. Any such waiver shall not modify the terms and conditions of this Agreement.

Further, you represent and agree that you shall perform all transactions, undertakings and all of your obligations under this Agreement in accordance with all applicable laws and regulations. This includes but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). You shall indemnify Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

31. **COSTS, EXPENSES AND ATTORNEYS' FEES:** All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur:
- a. if it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union;
 - b. if we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, or legal process; your failure to comply with any obligation in this Agreement;
 - c. if we incur any expense as a result of any dispute, adverse or inconsistent claims;
 - d. if we bring any action contemplated in this Agreement;
 - e. if we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or
 - f. if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us.

If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe, in enforcing or protecting our rights under this Agreement or otherwise, or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action you agree that 20% of the unpaid balance, or such greater sum as may be appropriate based on the circumstances, shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

32. **INDEMNITY:** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an indemnity).
33. **LIMITED ACCESS USERS:** We may allow you to designate a Limited Access User for your account(s) to perform specified actions on behalf of the entity. The Limited Access User may have the technical capability to perform more actions than are specified. It is the responsibility of the business/organization to communicate permissible transactions clearly to the Limited Access User and to monitor the actions of their employees. Transactions performed by the Limited Access User which are not authorized are subject to the employment policies of the business/organization. You release the Credit Union and all officers, directors and employees of the Credit Union from any and all claims, demands, damages, actions, causes of actions, suits at law, or suits in equity, of whatsoever kind or nature, past, present or future, known or unknown, incurred or to be incurred, with regard to any action the Credit Union undertakes in reliance on this authorization. The persons will be authorized to undertake all actions specified unless this authorization is revoked by the entity in writing.
34. **CREDIT UNION'S RIGHT TO INVESTIGATE:** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from

any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions.

35. **POWERS OF ATTORNEY (POA):** You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a power of attorney to open, close, deposit, or make Transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service. The Credit Union may allow a third person acting as your attorney-in-fact to make Transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict or refuse account access, withdrawals and Transactions. You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of Transactions we permit an attorney-in-fact to conduct. We may require a separate form for each account or service for which you want to grant power of attorney. If your agent or attorney-in-fact does not present the original form, we may either accept or refuse to honor any power of attorney you grant and with no liability to you. If we accept a power, we may continue to recognize the authority of your agent or attorney-in-fact until we receive written notice of revocation from you and have had a reasonable time to act on it. You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any power of attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.
36. **OVERDRAFT PROTECTION:** This is an optional service you can add to your checking account by linking eligible¹ share accounts and lines of credits. We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. An Overdraft Protection Transfer and/or Advance Fee may be assessed any time a transfer/advance is made to pay your transactions.

What is your responsibility if your account has an overdraft? If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance. If you fail to bring your checking account to a positive balance, we will close your account. Also, we may report you to consumer reporting agencies and initiate collection efforts.

General Terms: You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Funds may be applied from any account in which you have a beneficial interest. Any application of funds hereunder shall be deemed a voluntary transfer that you have authorized. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users.

RESOLVING CLAIMS

ARBITRATION PROVISION. READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it. These provisions shall apply to any claim arising or relating to any Claim existing now or in the future and shall apply to existing and future accounts.

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.

This Arbitration Provision will apply to you and us and to your account as of the date your account was opened (or, if you are an existing member, as of the date of this Arbitration Provision), unless you opt out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person. The terms in this Section shall not limit or constrain our right to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to collect any fees, 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 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. This Arbitration Provision will survive the termination of your Master Account Agreement and Disclosures. See further details below.

JURY and CLASS ACTION WAIVER

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

NO CLASS ACTION OR JOINDER OF PARTIES: YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT IF EITHER YOU OR WE ELECT ARBITRATION. 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 OWNERS, BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION, LOAN OR RELATED TRANSACTION). IF THIS SPECIFIC PARAGRAPH IS DETERMINED BY TO BE UNENFORCEABLE, THEN THIS ENTIRE PROVISION SHALL BE NULL AND VOID, BUT ALL OTHER PROVISIONS HEREIN SHALL REMAIN FULLY BINDING.

Definitions

“We,” “Us” and “Our.” Solely as used in this Arbitration Provision, the words “you” and “yours” mean anyone who signs a Membership and Account Application and Account Card, or similar document. The words “we,” “us” and “our” mean the credit union and includes the credit union’s employees, officers, directors, volunteers, affiliates, predecessors, acquired entities, successors and assigns. “Account.” For purposes of this Arbitration Provision, the word “account” means any one or more savings, checking or other accounts you have with us and the features and services provided in connection with it or them. The word “savings” means any share or time deposit account you have with us. The word “checking” means any share draft account you have with us. These terms include, but are not limited to: checking accounts, savings accounts, money market accounts, certificates of deposit, UTMA accounts, and accounts held for trusts. “Account” also refers, collectively and separately, to any services associated with any account. Further, “account” shall include any loan or lending relationship with us as a borrower, co-borrower, guarantor, owner of collateral or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship. “Claim.” A “Claim or claim” subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to your Master Account Agreement and Disclosures, your deposit account(s) or loan account(s), the events leading up to your becoming an account holder or borrower (for example, advertisements or promotions), any feature or service provided in connection with your account(s), or any transaction conducted with us related to any of your accounts or services. Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed or appealed to a different court.

Arbitration Procedures:

- a. Agreement to Arbitrate Claims. Unless you opt out as provided below, you or we may elect to arbitrate any Claim.
- b. Electing arbitration. If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing. Your Notice to us shall be sent to: PO Box 1400 Gadsden, AL 35902. Our Notice to you shall be sent to the address for you currently in our files. Any arbitration hearing that you attend will take place in Etowah County, AL. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). If you or we commence litigation of a Claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other Claim that you or we may make. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures

of the arbitration administrator specified in this section.

- c. Fees and Expenses of Arbitration. 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. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails.
- d. Arbitration administrator and rules. The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association ("AAA"), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules and/or codes, and more information about initiating an arbitration, by: (1) contacting AAA at: 1-800-778-7879 or visiting: www.adr.org, or (2) contacting JAMS at: 1-800-352-5267 or visiting: www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.
- e. What law the arbitrator will apply. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.
- f. The arbitrator's decision and award; attorney fees. At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section (e) above, to an individual action brought in court.
- g. Effect of arbitration award; appeal. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

Federal Arbitration Act. Your Master Account Agreement and Disclosures, Other Services Agreements or Disclosures and Loan Agreements evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. If a specific law expressly requires otherwise, then that law will apply in place of any of the foregoing without invalidating any other provisions in this Section.

Conflicts; Severability; Survival. This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Master Account Agreement and Disclosures, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive: (1) the closing of your account(s) and the termination of any relationship between us, including the termination of your Master Account Agreement and Disclosures, and (2) any bankruptcy to the extent consistent with applicable bankruptcy law.

Jurisdiction and Venue. Any action or proceeding regarding this Section, your account or this Membership Account Agreement & Disclosures pursuant to the jurisdiction and venue provisions you have agreed to as set forth in Section 29 above and the Fee Schedule. You submit to the personal jurisdiction of the State listed in the Schedule. Any action or proceeding will be governed by and interpreted in accordance with the Governing Law Section of the Schedule.

RIGHT TO OPT OUT. You may opt-out of this Arbitration Provision by calling us toll free at: 1-256-543-7040, or by sending us a written notice which includes your name(s), account number(s), and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the "Opt-Out Notice").

To be effective, your written Opt-Out Notice must be: (1) sent to us by first class mail or certified mail, return receipt requested, at: PO Box 1400 Gadsden, AL 35902, and (2) signed by you (or all of you, if more than one party to any relationship) including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either: (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of your Master Account Agreement and Disclosures. If the Arbitration Provision of your Master Account Agreement and Disclosures has already been delivered or otherwise made available to you, amendments to your Master Account Agreement and Disclosures will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.

BUSINESS TERM SHARE CERTIFICATE ACCOUNTS

RATE INFORMATION: The Dividend Rate and APY on your account are stated in the Rate Schedule and/or on your Term Share Certificate. The APY reflects the dividends to be paid on your account based on the Dividend Rate and the frequency of compounding for an annual period. For Term Share Certificates and IRA Term Share Certificates the Dividend Rate and APY are fixed and will be in effect for the term of the account. The APY assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings.

COMPOUNDING AND CREDITING: Dividends will be compounded and credited as set forth in the Rate Schedule. The dividend period for each account is also set forth in the Rate Schedule. The period begins on the first calendar day of the period and ends on the last calendar day of the period.

MINIMUM BALANCE REQUIREMENTS: The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Rate Schedule. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the stated APY and avoid any service charges set forth in the Rate Schedule.

BALANCE COMPUTATION INFORMATION: Dividends are calculated using the average daily balance method, which applies a periodic rate to the average daily balance in your account for the period. The average daily balance is calculated by adding the balance in your account for each day of the period and dividing that figure by the number of days in the period.

ACCUAL OF DIVIDENDS: Dividends will begin to accrue on the business day we receive provisional credit for the deposit of non-cash items (e.g. checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Once dividends are credited to a Term Share Certificate, it becomes principal. If you close your Term Share Certificate before any dividend is credited, you will not receive accrued but uncredited or unpaid dividends.

TRANSACTION LIMITATIONS: In addition to any other applicable limitations described in this Agreement, after a Term Share Certificate Account is opened, you may not make deposits into the account before maturity. After an IRA Term Share Certificate is opened, you may make additional deposits into the account before maturity; however, your deposits may not exceed the maximum allowed, pursuant to applicable law, in any single calendar year. You may not make withdrawals of dividends from your account before maturity unless specifically arranged at account opening, if allowed by the Credit Union. You are solely responsible for complying with any requirements, including transaction limitations and penalties, for early withdrawal under the Internal Revenue Code or other applicable federal or state law governing any IRA or other Credit Union accounts. Transfers to a Credit Union IRA Term Share Certificate are allowed subject to applicable law, as well as the minimum balance requirements and other restrictions applicable to the Term Share Certificate Account.

MATURITY DATE: Your account will mature on the date stated on your Term Share Certificate or any renewal notice the Credit Union provides to you.

EARLY WITHDRAWAL PENALTIES: You have agreed to leave the principal of this account on deposit for the full term stated on your Term Share Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount may be made only with the consent of the Credit Union. Unless stated otherwise, owners of accounts with a stated term of one year or less shall forfeit an amount equal to up to ninety (90) days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. Unless stated otherwise, owners of accounts with a stated term of more than one (1) year shall forfeit an amount equal to up to 180 days dividends on the amount withdrawn, or the length of the term, whichever is less, when any withdrawal is allowed. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death, legal incompetence, if your account is an IRA account and the account is revoked within seven (7) days after the Individual Retirement Trust Account Agreement is received, or when the account is an IRA account, and the owner qualifies pursuant to applicable law.

RENEWAL POLICY: Unless you instruct the Credit Union otherwise, your Term Share Certificate will automatically renew at maturity. In order to obtain a Term Share Certificate, you may be required to provide information regarding beneficial ownership for your business and certify its accuracy. You agree to notify us of any changes in beneficial ownership during the life of your Term Share Certificate, and to comply with our requirements regarding certification of said changes. You will have a grace period of ten (10) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty; however, the Credit Union reserves the right to give the owner written notice that the account will not be renewed. In the latter case, upon maturity, the account may be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the stated maturity date.

PARTIAL WITHDRAWAL: No partial withdrawal will be permitted at any time that would result in a principal balance of less than the required minimum opening deposit.

VISA ® BUSINESS DEBIT CARD AGREEMENT

1. **DEFINITIONS:** In this section, the following words shall have the definitions stated:

- a. "Account(s)" will mean each of your commercial or business share draft or money market accounts which you have arranged with us to access with your card. You will not be permitted to access personal or credit card accounts with your card.
- b. "ATM" will mean automated teller machine.
- c. "Card" will mean a debit card(s) which allows withdrawals, funds transfers between accounts, and balance inquiries at ATMs, and may also be used for purchases from merchants where accepted.
- d. "PIN" will mean the confidential personal identification number(s) provided to you by the Credit Union or selected by you for identification purposes in connection with the use of your card, and may include where the context requires, the card number itself.

- e. "We", "us", and/or "our" will mean the Emblem Credit Union depository institution where you established your account(s) and which issued your card(s).
 - f. "Transfer" will mean any electronic banking transaction, including withdrawals and point-of-sale (POS) purchases, made with your VISA ® Business Debit Card, as well as all transfers resulting from the use of your VISA ® Business Debit Card even if an ATM is not involved at the time of the transaction.
 - g. "You" and "your" will mean your business or its authorized representative.
2. **GENERALLY:** This agreement governs your request for issuance of, and use of, a VISA ® Business Debit Card. Use of the card verifies your acceptance of the terms of this agreement. If there is a conflict between what a Credit Union employee tells you and the terms detailed in this agreement, the terms of this agreement will control. Transactions on your account may also be governed by agreements with third parties including, but not limited to, NACHA's (National Automated Clearing House Association) Operating Rules, VISA's Operating Rules, and the rules of any networks through whom your transaction(s) may be processed, whose agreements will also be binding upon you and us. Such third-party agreements may include terms different from the terms herein including, but not limited to, different processing, reporting, or other time periods. In addition, if said third-party agreements require you to make claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this agreement. These third-party agreements require you to monitor your accounts very carefully and may require you to report certain disputes, returns or unauthorized activity within as little as 24-hours. Failure to abide by such agreements may impair any claims you may have; therefore, we encourage you to obtain and monitor those third-party agreements through whom you determine your business will offer services or make or facilitate transactions. You acknowledge and understand that cards issued under this agreement will not be treated as consumer cards under the provisions of state and federal law. You will not have the benefit of any limitations of liability with respect to the unauthorized use of the cards. You accept and agree to undertake the additional risk associated with use of business purpose cards and agree to assume the greater measure of liability described in this agreement. You consent to be bound by the terms of this agreement and any other agreements you have with us, together with all applicable state and federal laws and regulations, other industry rules and regulations, and normal banking customs and practices.
3. **TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS**
- a. Withdraw cash from your account(s).
 - b. Perform balance inquiries on your account(s).
 - c. Transfer funds between your accounts.
 - d. Make purchases from merchants who have agreed to accept the card.

The total dollar amount of transactions conducted using your VISA ® Business Debit Card may not exceed \$5,000.00 in any calendar day. In addition, you may not withdraw over \$1006.00 from an ATM in any calendar day. You may be able to withdraw cash using your VISA ® Business Debit Card only in certain multiples, as indicated at each ATM. Additional usage fees or charges may be imposed by owners of non-proprietary ATMs.

4. **LIMITATION OF LIABILITY**

- a. We will be liable only for our own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with any inaccuracy, act or failure to act on the part of any person not within our reasonable control; or any error, failure, or delay in execution of any transfer resulting from circumstances beyond our reasonable control. This includes, but is not limited to, any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this agreement, you agree to indemnify, defend, and hold us harmless against any claim of a third party arising from or in connection with this agreement or the service we provide hereunder. We make no warranties, express or implied, in connection with the services we provide you under this agreement, including, without limitation, the warranties of merchantability and fitness for a particular purpose. In no event will we be liable for any consequential, incidental, special or indirect losses, damages, including dishonor of checks or other items, or expenses (including counsel fees), which you may incur or suffer by reason of this agreement or the services we provide hereunder, whether or not the possibility or likelihood of such loss, damage or expense is known to us.
- b. If your card is lost/stolen or used by someone other than you, your officers, employees or agents, your liability should be as follows: Tell us AT ONCE if you believe your card or PIN has been lost or stolen. Calling a branch is the best way of keeping your possible losses down. You could lose all monies in the account to which you have access with your VISA ® Business Debit Card, monies in other accounts designated to receive overdraft transfers (share overdraft), as well as the maximum limit of your Overdraft Privilege line of credit or Overdraft Protection Loan. The Credit Union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us. If you tell us promptly after you learn of the loss or theft of your card, you will not incur any loss or liability if someone used your VISA ® Business Debit Card to conduct a transaction without your permission if the transaction(s) was processed through the VISA network. If your statement reflects transfers completed by use of your VISA ® Business Debit Card for a transaction you did not authorize, tell us at once. If you do NOT tell us of unauthorized transfers completed by use of your VISA ® Business Debit Card for a transaction 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 making the transaction(s) in question if you had told us in time; however, the above special rules will not apply, to the extent allowed under applicable law, if we have determined you were grossly negligent or fraudulent in the handling of your VISA ® Business Debit Card or account. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. Our business days are Monday through Friday, and do not include legal holidays as posted in the branches. If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your share draft or money market account(s) using your VISA ® Business Debit Card without your permission, call the phone number shown at the end of this disclosure statement.
- c. You shall have sole and exclusive responsibility for providing the PIN to the individual(s) whom you authorize to use the card(s). Subject to the provisions in paragraph (b) of this section, we shall have no liability for transactions performed using your card and a PIN issued to you regardless of whether you deem such transactions to be authorized or unauthorized.
- d. Any security procedure applicable to the card and disclosed to you is strictly confidential and should be disclosed to only your employees or agents with a need to know them. You shall instruct those individuals that they should not disclose the security procedures to anyone. You must establish and maintain procedures to insure the confidentiality of the PINs and the security procedures.
- e. We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of cards or PINs by

your employees, agents or representatives. You shall promptly notify us of any suspected unauthorized activity (whether or not involving your employees). We reserve the right to change our security procedures upon notice to you.

- f. **YOUR LIABILITY FOR UNAUTHORIZED OR ERRONEOUS TRANSACTIONS THROUGH ALTERNATE PAYMENT SERVICES:** If you link your account/access device to a non-financial institution payment service (alternative payment service) such as PayPal, Apple Pay, Zelle, Venmo, Cash App, and the like), you are responsible for transactions facilitated through such systems. You should consult the User Agreements for such payment services for actions to take in the event of unauthorized or erroneous transactions.

5. GENERAL PROVISIONS

- a. You may request new or additional cards to be issued bearing the name of the entity (or the name of the entity accompanied by the name of an authorized signer on your account) by providing us with written notice of the number of cards to be issued, the names of authorized signer(s), if applicable, and any other pertinent information that we request. You agree to instruct any party that you authorize to make transactions using the card to do so only in accordance with this agreement and any internal policies that you may establish regarding use of the card; that any policies that you have established regarding the use of the card have not been reviewed by and are not binding on us or any network that accepts the card; that you will maintain sufficient funds in the account to cover transactions made with the card and will indemnify and hold us harmless for any transaction(s) made using the card; that you are solely responsible for the security of the card(s) and for the actions of any person that you permit to use the card, and for all use of the card whether by an authorized user or by another person, unless you have provided a notice of cancellation as set forth below and we have had a reasonable period of time to act on the notice; and that there are no limits to your liability if the card or PIN is lost or stolen, except as set forth herein.
- b. Your card may, but need not, be retained by any ATM or merchant if the PIN is wrong after repeated attempts, your card was reported lost or stolen, your card was closed for misuse, all of the accounts linked to your card(s) have been closed, your card expired or was replaced, or the machine is not operating properly.
- c. We may refuse to issue a card to you or to reissue a card to you if you have previously had one. Each card issued by us remains our property, is not transferable (other than to your authorized employees) and may be canceled, revoked or limited by us at any time without prior notice to you. In the event of cancellation or revocation, your card must be surrendered to us upon demand. If you attempt to use your card after it has been canceled or revoked it will be retained. For your protection, your card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use.
- d. No electronic funds transfer may be made and no transaction that you attempt to initiate will be completed if your VISA ® Business Debit Card is damaged, has expired, has been canceled or revoked, or is retained for any reason or your account(s) has (have) been closed.
- e. Upon receipt of a request for authorization of a transaction made with your VISA ® Business Debit Card, you, (or your agent on your behalf) authorize us to deduct the amount immediately from the available balance in your account.
- f. You understand and agree that you may not place stop payment orders on any transaction originated by use of your VISA ® Business Debit Card.
- g. You may not be able to use your VISA ® Business Debit Card to make transactions if your account is overdrawn, you have reached or your request would exceed the withdrawal or POS purchase limits imposed on your card, you exceed your available balances in accounts designated for overdraft purposes, you have reached the maximum limit of your Overdraft Privilege line of credit or Overdraft Protection Loan, or otherwise are not in good standing with regard to the use of your card.
- h. To facilitate certain electronic transactions, we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more. We can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover the your transactions. In addition, most transaction networks and the rules they operate under allow merchants to obtain approvals for sums greater than the actual amount of the charge that will eventually be debited from your account; therefore, there may be a temporary freeze against all or a portion of your funds that cannot be used for other transactions, which can result in an overdraft. Both we and you are subject to these network transaction rules, which are the standard for the debit card industry. In some instances (e.g., hotels and car rentals) the merchant will obtain authorization for up to three times the expected billing, which can remain against your account for the time periods indicated. For these reasons, we recommend you do not use your debit card when checking in at hotels or renting cars. Using your debit card to settle your bill at departure does not generally subject you to the delayed hold release. You are fully responsible for managing your account in light of these considerations, which are not within our control. In addition, you are responsible for any overdrafts that occur due to such holds imposed via the parties with whom you transact business using the services governed by this agreement.
- i. We reserve the right, in our sole discretion, at any time and without notice, to eliminate any or all of the services that currently are available to you by use of your card, or to add new services. All cards shall be canceled effective upon termination of this agreement, and you shall return all cards to us. You shall remain liable for all debits or other charges incurred or arising by virtue of the use of the card prior to the termination date.
- j. We may, from time to time, limit the type, number and dollar amount of any transfers made by use of a VISA ® Business Debit Card, notwithstanding the amount in your account(s), and terminate or suspend the operation of any or all cards or merchants, without notice.
- k. Where you have authorized any other person to use your card in any manner, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until you have notified us in writing that you have revoked the authorization, and have taken all other necessary steps to revoke it and we have had a reasonable opportunity to act on such notification including cancellation of your card and issuance of a replacement card.
- l. We will disclose information to third parties about your account when it is necessary for completing a transaction; in order to verify the existence and condition of your account for a third party, such as a merchant; in order to comply with a government agency or court order; if you give us written permission; or as otherwise required by applicable law(s).
- m. You allow us a consensual interest in all of your deposit accounts to secure payment of all amounts owing at any time under this agreement. You authorize us to hold and apply funds in any of your accounts maintained at the Credit Union against any present or future indebtedness you may have to us.
- n. You warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this agreement. Certain federal and/or state laws or third-party service providers' rules may limit or prohibit

certain transactions such as, but not limited to, those coded as possible gambling transactions. We may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within our control and that we will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account(s) and/or card(s).

- o. These terms and conditions are subject to the laws and regulations of the state in which the principal place of business of the Credit Union at which you opened your account is located and of the United States of America, as amended from time to time, and shall be deemed automatically amended to the extent necessary to comply therewith.
- p. You agree that this agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. If any term or condition of this agreement should be invalidated or unenforceable, all other terms and conditions will continue in full force and effect. This agreement supersedes any prior agreements between us relating to these services for your account(s). You and we agree that all warranties, indemnities, confidentiality requirements, representations, acknowledgments and understandings will survive the performance and termination of this agreement. We reserve the right to waive enforcement of any of the terms set forth in this agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party, or to enforce any of our rights with respect to other transactions. Any such waiver shall not modify the terms and conditions of this agreement.
- q. Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions:
 - 1. Currency Conversion Fee-If you effect or authorize a transaction with your card in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA used will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars.
 - 2. Cross-Border Transaction Fee-In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. For purposes of this section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. We will assess these fees to you for reimbursement of the fee we are required to pay for each of your transactions subject to these terms. The fee(s) will be shown separately on your periodic billing statement(s).

HOW TO NOTIFY US CONCERNING ERRORS, QUESTIONS OR TELEPHONE TRANSFERS: Call us at (800)-470-0704 or (256)-543-7040.

UNIFORM COMMERCIAL CODE FUNDS TRANSFERS AGREEMENT AND DISCLOSURE

WIRE TRANSFERS: The following terms shall apply to all wire transfers of funds [as defined by Federal Regulation J and Article 4A of the UCC (Uniform Commercial Code), as set out in the Code of Alabama (1975), as amended] to or from any of the member's accounts at the Credit Union. Whenever an ACH is used as part of a transaction that does not involve Fed wire, the operating rules of the NACHA (National Automated Clearing House Association) will be applicable to ACH transactions involving your account. To the extent the terms contained in this Agreement are different than those in any other agreement or terms of accounts, this Agreement shall control and be deemed to modify such other agreements or terms of accounts.

We are not obligated to provide you with next-day notification of transfers to your account. You may, of course, inquire between periodic statements regarding transfers. You agree to examine the periodic statement within fourteen (14) days after it is mailed and immediately notify us of any discrepancy or error. If you fail to notify us within fourteen (14) days after the statement is mailed, you shall discharge and relieve us from any liability of claims, demands or expenses (including attorneys' fees) in connection with such discrepancy or error.

All wire transfers will be made according to our commercially reasonable security procedure. The security procedure is intended to verify that an order is authorized, as well as detect errors in the content prior to transmission of the payment order. Prior to requesting wire transfers from your account(s) by telephone, you will be asked to establish a password or code number. We will ask for this password or code number whenever you request a wire transfer by telephone. All wire transfer requests made in person will require a verifiable signature by the authorized transactor. This procedure will also apply to any amendment or cancellation of a payment order. A payment order which has been verified by the security procedure is effective as your order, whether or not the order is in fact authorized by you. We may give you notice of a change in the security procedures. In that event, we shall have no obligation to accept any payment order from you or other authorized parties until you and the Credit Union agree in writing to an alternative security procedure.

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

Any rate of interest which we may be obligated to pay as a penalty under applicable law shall be equal to the Dividend Rate paid on the account from which the wire transfer should have occurred or to which the proceeds of the fund transfer were or should have been deposited, whichever is

lower. Our liability is limited to the payment of this interest. You agree that under no circumstances will we be liable for any indirect, incidental, consequential, punitive, remote or special losses or damages (including attorneys' fees and costs) arising out of any claim by any person in connection with any matters subject to this Agreement, except where applicable law requires. We will not be liable for failure to comply with the terms of this Agreement caused by legal constraint, interruption, or failure of transmission and/or communications facilities, war emergency, labor dispute, act of nature, or other circumstances beyond our control.

Transfer requests for domestic outgoing funds will be honored between 9:00 a.m. and 4:00 p.m. CST (Central Standard Time) on business days, with the exception of Wednesday when requests will be honored between 9:00 a.m. and 1:00 p.m. CST. For international outgoing funds, the cut-off time is 3:00 p.m. CST on business days. Cut-off for receipt of incoming funds will be close of business. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the next following business day we are open and processed accordingly. Additionally, the cut-off time may be extended without notice to you if an intermediary or beneficiary institution is closed. We are under no obligation to accept a cancellation or amendment to the wire transfer order received by you but may do so at our option. We may, at our option, choose not to carry out your wire transfer order, including cancellation or amendment of an order, which is not in accordance with the terms of this Agreement; if the transfer is prohibited by a court order, garnishment, tax levy or the like; or we reasonably believe such transfer would result in a loss to us. We are not obligated to give you notice of such action but notice may be given in your next periodic statement or as otherwise required by law. Requests for wire transfers must be made in accordance with the rules and procedures which we have in place at the time of the request. It is the responsibility of the sender to make sure the wire transfer complies with all U.S. (United States) Laws. We may charge you a fee for the transfer or other related services according to our Fee Schedule at the time of the wire transfer order. We may cancel or modify this Agreement at any time without prior notice to you. You may not modify this Agreement without prior written approval from us. No representation or statement made by any employee of ours shall be binding upon us unless it is made in writing and signed by our authorized officer.

FUNDS AVAILABILITY POLICY FOR BUSINESS ACCOUNTS

This portion of the Agreement applies to all "transaction" accounts. Transaction accounts, in general, are accounts from which we 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 accounts are the most common transaction accounts. Feel free to ask us whether any of your accounts are covered by these rules. Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

"Funds availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash; in addition, we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this as disclosed in the Fee Schedule. Please remember that even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

DETERMINING THE AVAILABILITY OF A DEPOSIT - ALL ACCOUNTS: The day funds become available is determined by counting business days from the day of your deposit. 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. Deposits you send by mail are considered deposited on the business day it arrives. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

IMMEDIATE AVAILABILITY FOR CERTAIN ITEMS: The following types of deposits will usually be available for withdrawal immediately:

- a. cash (if deposited in person to an employee of ours),
- b. electronic direct deposits,
- c. wire transfers, and
- d. the first \$275.00 from the aggregate of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the provisions in the section entitled "Special Rules for New Accounts", and the \$275.00 availability is subject to the provisions in the section entitled "Longer Delays May Apply."

ACH TRANSFERS: If you initiate a wire transfer or ACH transfer from your account at another institution to your Credit Union account (called "ACH debit transfers"), the funds transferred in this way to your Credit Union account will be available on the first business day after the day we receive the deposit, at which time you withdraw the funds in cash and we will use them to pay checks you have written.

IMMEDIATE AVAILABILITY FOR MOST OTHER ITEMS: Our general availability policy for items not listed in the prior section is to make funds available to you immediately.

DEPOSITS AT AUTOMATED TELLER MACHINES: Deposits are not accepted at any ATM machine at this time.

LONGER DELAYS MAY APPLY:

CHECKS: In some cases, involving paper checks, we may not make all of the funds that you deposit available to you as provided above; however, the first \$275.00 of your deposits will generally be available no later than the first business day after the day of deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit (or as soon after as reasonably practical). If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit (with the exception of checks deposited through Mobile Check Deposit or Shared Branching). With regard to items deposited through Mobile Check Deposit, you agree that items transmitted using the service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the service is received and accepted before 5:00 p.m. Central Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we may consider that the deposit was made on the next business day we are open. Our policy is to

automatically delay the availability of funds from deposits that are submitted through Mobile Check Deposit for two (2) business days. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written or other withdrawals you have authorized.

a. **SAFEGUARD EXCEPTIONS:** 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 \$6,725.00 on any one (1) day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six (6) 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.

- b. **IAT (INTERNATIONAL ACH TRANSACTIONS):** You acknowledge that in the event an IAT entry that is transmitted to or from any of your account(s) is identified and designated by our screening criteria for review and examination under OFAC (Office of Foreign Assets Control), the settlement of such an IAT entry may be delayed or suspended pending our review, and may be terminated under applicable rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT entry if it is required to be terminated. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT entry is delayed or terminated, we will provide such notice as may be required by the NACHA Operating Rules, OFAC rules, or other applicable laws and regulations.
- c. **SPECIAL RULES FOR NEW ACCOUNTS:** The following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on banks in the U.S.), and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will generally be available on the ninth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five (5) business days. For example, if we receive a check that falls within the section entitled "Safeguard Exceptions" above, we may delay funds for up to nine (9) business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.
- d. **CASHING CHECKS:** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.
- e. **OTHER ACCOUNTS:** If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.
- f. **FOREIGN ITEMS:** Checks and other items drawn on financial institutions located outside the U.S. cannot be processed the same as items drawn on U.S. financial institutions. Foreign items are exempt from the policies outlined in this disclosure. Generally, a provisional credit is given immediately unless there is cause to be suspect of the item being presented. Foreign items with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign items payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this section. We may charge fees for processing foreign items as set forth in the Fee Schedule.

SHARED BRANCHING DISCLOSURES: With respect to items deposited at shared branch locations (meaning branches of credit unions other than this Credit Union that accept deposits for our members through participation in a shared branch network), funds will be available as stated above with the addition of the following exceptions:

- a. Your Ability to Withdraw Funds-Our policy is to delay the availability of funds from non-cash deposits that are accepted at a shared branch location. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written or other withdrawals you have authorized.
- b. Foreign checks will not be accepted at a shared branch.
- c. Shared Branch Transaction Limits-Aggregate daily withdrawals from all sub accounts may be limited to \$2,500.00 in cash. The shared branch that you are visiting may impose lower withdrawal limits.
- d. All transactions with the Credit Union are subject to our policies and procedures including security, identification, the BSA (Bank Secrecy Act), and all other applicable laws, rules and regulations.
- e. Share Insurance-Although deposits with this Credit Union are federally insured, not all credit unions served by the teller may be federally insured. You should contact your Credit Union to determine if your deposits are insured.

PRIVACY DISCLOSURE

FACTS

WHAT DOES EMBLEM CREDIT UNION DO WITH YOUR PERSONAL FINANCIAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Emblem Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Emblem Credit Union share?	Can you limit this sharing?
For our everyday business purposes: such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes: to offer our products and services to you	Yes	No
For joint marketing with other financial companies:	Yes	Yes
For our affiliates' everyday business purposes: information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes: information about your creditworthiness	No	We don't share
For non-affiliates to market to you:	No	We don't share

To limit our sharing

- Mail the **form** below

Please Note: If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 800-470-0704 or email marketing@emblemcu.com

Mail-in Form

- ☐ Do not share my personal information for joint marketing purposes with other financial companies to market products to me.

Your Name		Return to: Emblem Credit Union P.O. Box 1400 Gadsden, AL 35902
Address		
City, State, Zip		
Your Account #		

Who we are	
Who is providing this notice?	Emblem Credit Union
What we do	
How does Emblem Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Emblem Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Open an account or deposit money ■ Pay your bills or apply for a loan ■ Use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ Sharing for affiliates' everyday business purposes—information about your creditworthiness ■ Affiliates from using your information to market to you ■ Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ■ Emblem Credit Union does not share with affiliates so they can market to you
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ■ Emblem Credit Union does not share with non-affiliates so they can market to you
Joint Marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ Our joint marketing partners include insurance companies
Other important information	
<p>Notices and "Joint Relationships." Except where expressly required by applicable law, we will provide all notices to the person (member) listed first on any application, agreement or other relevant document with us. The notice will be mailed to the address noted for said person on the application, agreement or other document. If this person (member) has agreed to receive notices and disclosures electronically, then we can send all such notices and notifications, to the email or Internet address provided by said person; or we shall post or otherwise give notice by posting a notice, providing a link or using such other electronic methods authorized under applicable laws and/or regulations. All owners, borrowers and guarantors agree to the receipt and sufficiency of any notice or notification sent according to this paragraph.</p> <p>Modification. The Credit Union reserves the right to modify, change or amend this Privacy Disclosure at any time without notice other than as expressly required by applicable law.</p>	



Fee Schedule

Effective Date of this document is October 15, 2024

General Fees:

Returned Mail.....	\$2/item
Bad Address.....	\$5/month
Account Reconciliation/Research	\$15/hour
Note: Waived if Credit Union error	
VOD (Verification of Deposit).....	\$20
Cashier's Checks.....	\$2/each
Note: Limit of 3 checks issued per visit to teller window	
Check Copies.....	\$2/each
Account History Print Out.....	\$1/page
Paper Statement Fee.....	\$3/month
(Waived for accounts with eStatements enabled. Waived for members under 18 years of age and over 65 years of age)	
Statement Copy	\$1/page
Return Item Deposited or Cashed.....	\$15/item
Insufficient Funds	\$20/item
Note: Per Occurrence, including repeat presentments.	
Overdraft.....	\$20/item
Note: Per Occurrence, including repeat presentments.	
Stop Payment.....	\$20/item
Wire Transfers	
Domestic Incoming.....	\$10/transfer
Domestic Outgoing.....	\$20/transfer
International.....	\$35/transfer
Foreign Items.....	Actual Cost/item
Note: If over \$2,500, exchange rate adjustment may apply	
Legal Process	up to \$50/process
IRA Termination.....	up to \$50/account
Note: Assessed if IRA terminated by the Credit Union.	

Share Account Fees:

Below Par Value	\$1/month
Dormant Account.....	\$5/month

Note: Fees are subject to change. You may obtain an updated Fee Schedule at any time by visiting www.emblemcu.com, or by contacting your local branch location.

Money Market Fees:

Below Minimum Balance.....	\$10
Excessive Withdrawal Fee.....	\$10/item
Note: Over 6 Withdrawals	

Checking Account Fees:

Monthly Service Fee.....	\$10
Note: Applies to Basic business checking accounts and REset consumer checking accounts.	

Card Fees:

Replacement Card (Original Free, 1 st Replacement Free).....	\$10/each
Rushed Card Order	
Note: Waived if Credit Union error	
Two (2) day.....	\$30/each
Currency Conversion (VISA® fee).....	Up to 1% per transaction
Cross-Border Transaction (VISA® fee) Up to 1% per transaction	

Safe Deposit Box Fees:

Note: Available at Gadsden, Albertville, Anniston, & Oxford Branches

Annual Rental per Box

3x5.....	\$17.50
5x5.....	\$22.50
3x10.....	\$25
5x10.....	\$40
7x10 (Oxford Branch Only).....	\$50
10x10.....	\$65

Drilling.....	Actual Cost
Lost Key.....	Actual Cost
Late Rental.....	\$5/month

State Laws & Jurisdiction/Venue: Unless this Agreement or expressly applicable law provides otherwise, the laws of the State of Alabama shall govern and control your agreements with us, including the interpretation of any terms or conditions or applicable jurisdiction or venue. For the purposes of jurisdiction and venue as explained in the Membership Account Agreement and Disclosures, the Credit Union's principal office is located in Etowah County in the State of Alabama.

Approved by the Board of Directors April 22, 2024.