



COMMERCIAL ACCOUNT AGREEMENT

This Agreement accompanied with the Commercial Rate Schedule and Commercial Fee Schedule ("Schedules") explains the rules which govern your account(s) and account services with us. The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement, which explains both your responsibilities and ours. Please read carefully and keep them in a safe and convenient place. If you have any questions, please contact us.

GENERAL TERMS AND CONDITION

The terms and conditions of this Account Agreement for Commercial Accounts ("Agreement") apply to all LGE Community Credit Union Commercial Accounts. You have agreed by signing the Commercial Account Application 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 Commercial or its authorized representative; the terms "we", "our," and "Credit Union" refer to LGE Community Credit Union. "Actual Balance" or "Current Balance," means the total amount of funds in your account at any given time and will be used/viewed synonymously through multiple channels (Online Banking, Mobile Deposit, etc.) accessible to members when verifying account balances. The term "Account(s)" refers to your LGE Community Credit Union Commercial deposit account(s).

The purpose of this Agreement is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation, loans, 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. Further, 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. **Generally:** The **Visa Commercial Debit Card Agreement ("Agreement")** governs your Company's request for issuance of, and use of a Visa Commercial Debit Card ("**Card**"). This Agreement supplements and incorporates the deposit account agreements which govern the Commercial accounts of the Company and which may be accessed by the use of the Card. If there is a conflict between these agreements, the terms most favorable to the Credit Union shall control. If there is a conflict between what a Credit Union employee tells you and the terms of this Agreement, the terms of this Agreement will control. Use of the Card verifies your acceptance of the terms of this Agreement. Transactions on your account may also be governed by agreements with third parties including but not limited to NACHA's (The National Automated Clearing House Association) Operating Rules and VISA's Operating Rules together with the Rules of any Networks through whom your transaction(s) may be processed, which agreements will also be binding upon you and the Credit Union. Such third party agreements may include terms different from the terms herein including but not limited to different 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. Further, you agree at all times that you will comply with all Applicable Laws. "Applicable Laws" shall include: "(i) Visa U.S.A. Inc. Bylaws, Visa U.S.A. Inc. Operating Regulations, Visa U.S. A. Inc. Certificate of Incorporation, Visa International Bylaws, and Visa International Operating Regulations; (ii) NACHA's (The National Automated Clearing House Association) Operating Rules and (iii) any and all laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, any state thereof, or of any applicable foreign government or state thereof, as the same may be amended and in effect from time to time; and you agree that such Applicable Law 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 two (2) business days. Failure to abide by such agreements may impair any claims you may have and the Credit Union encourages you to obtain and monitor those third party agreements through whom you determine your Company will offers services or make or facilitate transactions.

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 LGE Community Credit Union against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

ACCOUNTS AND SERVICES FOR COMMERCIAL PURPOSES

You represent, warrant, and guaranty 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.

Disabilities: We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests. You may notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers. LGE will attempt to use such service providers, however, it reserves the right to make final choice of service provider.

General Definitions and Requirements: "Access Device" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction. "**Actual Balance**" or "**Current Balance**," means the total amount of funds in your account at any given time and will be used and/or viewed synonymously through multiple channels (Online Banking, Mobile Banking, etc.) accessible to members when verifying account balances.

Use of Biometrics / Fingerprints: The Credit Union may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any such technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process.

Important Notice on Biometrics: When you enable biometric access every person with an enrolled fingerprint on your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your account agreement with us. THE CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY.

“Authorized User” and “Authorized Use”: means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have a joint owner on an account that has access to the joint account (online or otherwise) you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e. account number and all suffixes associated with said account number). If you authorize anyone to use your access devices that authority shall continue until you specifically revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

ACTUAL BALANCES AND AVAILABLE BALANCES

As explained in this Agreement there are many circumstances that will affect your access to the funds in your accounts. Many of these transactions are beyond the Credit Union's control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do Commercial. Also, we may place holds on various deposits as explained in the Section in this Agreement on Funds Availability and elsewhere. Thus, your account records may show an “Actual Balance” and an “Available Balance.”

Actual Balance: The Actual Balance is the total amount of funds in your account(s) at any given time. It reflects payment transactions that have “posted” to your account, but not payment transactions that have been authorized and are pending. It also reflects the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you. Thus, while the term “actual” may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your actual balance.

Example: if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.

Available Balance: The Available Balance is the amount of funds from the Actual Balance, which is available for additional transactions (withdrawals, write checks, debit transactions, bill pay, or other authorized transactions) in your account(s). The available balance takes into account things like holds placed on deposits and pending transactions (such as debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. You should take care only to make transactions against the Available Balance, as these are the only funds you may access for transactions and used to determine when your account is overdrawn.

Example: assume you have an actual balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a restaurant to buy lunch for \$20, then that merchant could ask the Credit Union to pre-authorize the payment. In that case, we will put a “hold” on your account for \$20. Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30, because you have committed to pay the restaurant \$20. Then the restaurant submits its bill for payment (which could be a few days later), the Credit Union will post the transaction to your account and your actual balance will be reduced by \$20.

Additional Circumstance and Limitations Defined: It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. The below is the instance where the outstanding check will not be reflected in your available balance until it is presented to the credit union and paid from your account.

Example: Again, assume your Actual and Available Balances are both \$50, and you swipe your debit card at a restaurant for \$20. A hold is placed on your account, so your available balance is only \$30. Your actual balance is still \$50. Before the restaurant charge is sent to us for processing, a check that you wrote for \$40 is paid from your account. Because you have only \$30 available (you have committed to pay the restaurant \$20), your account will become overdrawn by \$10, even though your actual balance is \$50. In this case, we may pay the \$40 check, but you will be charged an Overdraft fee. This fee will be deducted from your account, further reducing the balance.

In addition, your available balance may not reflect all your debit card transactions. **Example:** if a merchant obtains the credit unions' prior authorization but does not submit the one-time transaction for payment within three (3) business days of authorization (for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

If you exceed the Available Balance (even though the Actual Balance may be greater), you may overdraw your account as new or additional transactions cannot be processed until funds are available for transactions. This may result in Insufficient Funds Transactions (NSF), Returned Items, and other applicable fees as a result of exceeding your Available Balance.

You can view your Actual and Available Balances via Online Banking, Mobile Banking, Branch visitation, Memberline, at an ATM. Note, the term "Actual" Balance may also be titled and/or described as "Current" Balance for certain member products and services. Also, be sure you understand the order in which your transactions are paid as explained in this Agreement so that you may avoid making transactions that exceed your Available Balance.

"Instrument": means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement. **"Check"**, "Draft" means an acceptable "instrument" written against your account(s). **"Owner"** means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union's lien rights or any security interest. A person is not an "owner" unless specifically designated as such in a completed Commercial Account Application. **"Base Savings"** for the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, **"accounts"** mean all deposits in any savings, checking, share certificate, revocable trust or custodial account(s), whether jointly or individually held - regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the purpose of your pledge. Your pledge does not include any Individual Retirement Account (IRA), Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest. **"Transaction"** means any deposit, order, transfer, payment, purchase via Point-of-Sale (POS) transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

COMPLIANCE WITH LAWS AND INAPPROPRIATE TRANSACTIONS OR ACCOUNT RELATIONSHIP

You agree to comply with all laws, rules, and regulations. You also 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 or inappropriate transaction(s) as determined by applicable law as we in our sole discretion may deem inappropriate; 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. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper 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. We may also close or terminate accounts or services which we believe violate your obligations under this Section. Such prohibitions 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 and/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.

Restrictions on Accounts: The Credit Union may limit, deny, close, or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to "Money Service Businesses", "Internet Gambling Businesses" and "Cannabis Businesses", or other businesses that we determine violate the limitations in this Section. By way of illustration: "Cannabis Businesses" are defined by the Credit Union to be any person or Business that (i) engages in the sale, production or storage of any form of cannabis, marijuana or hemp, and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any cannabis related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a cannabis business.

Other Restrictions: a.) The credit union will not provide account services to entities routinely engaged in providing check cashing services to third parties or acting as a third-party processor. b.) The credit union will not provide account services to any person or organization engaged in the business of betting or wagering, or that knowingly accepts payments in connection with the participation of another person in unlawful Internet gambling, as defined in Regulation GG, the Unlawful Internet Gambling Enforcement Act (UIGEA). The credit union may also restrict electronic debit activity applicable to member accounts that originates from known Internet gambling providers or may be coded as originating from a gambling establishment, as defined by Regulation GG. c.) The credit union may restrict deposits or withdrawals by any individual or business member that routinely deposits and/or withdraws in aggregate more than \$150,000 in cash per calendar month. d.) The credit union may restrict account services to any member who utilizes their account in a manner inconsistent with the account type, if such activity results in the avoidance of account fees.

Limitations on Account and Services for Members who Reside in Non-US Countries or Territories: The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union's best interest to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations.

TAXPAYER IDENTIFICATION NUMBERS (TIN) AND CERTIFICATION AND IDENTIFICATION

Pursuant to the Membership Application used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.

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. It is expressly agreed

that this shall specifically include the right to inspect and scan a member's or users access device(s) including but not limited to computers, tablets and smartphone's; and to report the Credit Union's findings of such investigation to all owners and/or users.

DEPOSITS TO YOUR ACCOUNT AND INSTRUMENTS PAID

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 branches having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us.

The law allows and you specifically agree that we may supply any missing endorsement to a deposited check, draft, or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or, in our sole discretion, under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses.

Substitute Checks: You agree not to deposit any substitute check or similar item that you have created, or for which any other 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. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations set forth in this paragraph.

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 Commercial Account Application 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 accepted by 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 Non-Sufficient Funds (NSF's) Items that you must pay to us if we incur any loss in seeking to collect such items for you.

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. If, in connection with a direct deposit, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability. **Direct Deposit or Transfer Authorization or 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.

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 (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).

We may refuse to cash a check made payable to you, but instead require you to deposit the check into 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.

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.

You acknowledge and agree that your deposit or issuance of a check that uses check form or stock with decorative graphics, or that has ink colors other than black or blue, or your use of check stock other than Credit Union provided or approved check stock, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

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 LGE Commercial Fee Schedule for each requested item and /or for research as applicable.

Term Share Certificates: Any term share certificate, offered by the Credit Union are subject to the terms of this Agreement, the Rate Schedule, and any account receipt or certificate disclosure, which are incorporated herein by reference.

WITHDRAWALS FROM YOUR ACCOUNT

Money may be withdrawn from your Account in different ways, as permitted for each type of Account. 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 unavailable funds are subject to a service charge. If there are sufficient funds to cover some but not all of your withdrawal orders, we will honor those withdrawals which can be paid, in any order convenient to us. If, in our sole discretion, we permit withdrawals for which there are not sufficient available funds, or you otherwise overdraw the available funds in your Account, you agree to repay us immediately the funds advanced to you. Your account will be accessed a fee. At no time shall we be required to allow you to overdraw your Account, even if we allowed such activity on one or more previous occasions.

We strongly suggest that you date checks with a current date. We will not be liable to you for paying checks which are post-dated, stale dated (older than six months) or do not bear a date. If you do not wish us to pay a check you have issued, you must place a stop payment order with us and renew it every six months. (Please refer to the Stop Payment section of this Agreement).

You may stop payment on a preauthorized electronic funds transfer in accordance with the procedures described in our Electronic Funds Transfer Disclosure section, which is incorporated herein by reference and which may be amended from time to time.

You agree to use only check forms supplied or approved by us, and we will have no duty or liability whatsoever where you choose to use other items. Our duty is to use ordinary care in examining checks when they are presented to us for payment. Unless we have specifically agreed with you in writing, our duty will not include monitoring nonstandard instructions or other legends appearing on checks. We shall be deemed to have exercised ordinary care if we process your checks only by automated means or if any unauthorized signature, counterfeit check, or alteration could not be detected by a reasonably careful examination of the item. You agree that we do not have to notify you if we refuse to pay a check you have written, if we pay a check that overdraws your Account, or if we impose a fee in connection with either of these events.

If you make withdrawals by check, the check must be properly completed and signed by the person(s) whose authority is on file with us. We may refuse to honor a withdrawal if we receive conflicting instructions from two or more authorized signers or if there is reasonable doubt as to who is authorized to make a withdrawal.

We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

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 and/or charges set forth in the Commercial Fee Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.

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 this section and the Funds Availability Disclosure in effect at the time of the deposit. Payments upon your order may be made in coin, bills, or other instruments or via electronic means at our option.

CHECK PRESENTMENT

Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to pay or return an item or debit due to insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

TRANSACTION LIMITATIONS

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. Withdrawals will only be permitted if you have sufficient funds available in your account to pay the full amount of your withdrawal orders or you have an overdraft protection plan. 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 a withdrawal, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

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.

During any calendar month, you may make withdrawals or transfers by mail, ATM (if available) or in person. You may not, however, make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic, telephonic, online banking, or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from

your account upon oral or written orders, including orders received through ACH. We will reject transactions which exceed the above limit. If excessive transactions continue to occur, we reserve the right to close your account.

Transaction Limitations and the Credit Union's Business Days: Our business days are Monday through Friday excluding legal holidays and holidays posted in the Credit Union office. 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.

TEMPORARY HOLDS AND AUTHORIZATIONS FOR AMOUNTS IN EXCESS OF TRANSACTIONS

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 3 times the total estimated amount of your actual hotel stay, car rental or purchase. To facilitate certain transactions you make we may place temporary holds on funds in your accounts. This is deemed 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.

RESTRICTIVE LEGENDS

We are not required to honor any restrictive legend on items you write unless we have agreed to the restriction in writing signed by an Officer of the Credit Union. Examples of restrictive legends are “must be presented within ninety (90) days” or “not valid for more than \$1,000.00”.

STOP PAYMENTS

You may stop payment on a withdrawal order or on any check, except for cashiers' checks, official checks or other cash equivalent items. We must receive your stop payment order at a time and in a manner which gives us a reasonable opportunity to act on it prior to payment of the item. A stop payment order is effective for six (6) months from the date the order is received and may be renewed for additional six (6) month periods. We will accept stop payment orders issued by any person with signing authority on your Account, regardless of who initiated the check or other withdrawal order, and even if more than one signature is required on a check or withdrawal order.

Stop payment orders are subject to a fee (See Commercial Fee Schedule). You may place a stop payment order at any branch office, online via online banking, by calling us at the telephone number noted in this agreement, by writing to us at the address noted in this agreement or by any other notice method we agree to honor. An oral order is binding upon the Credit Union only for fourteen (14) calendar days unless confirmed in writing within that period. We will request information about the check or other withdrawal order to be stopped, which may include:

- Account number
- Name of party to be paid
- Amount
- Date
- Check number
- Your name and address

Stop payment orders are processed by computer. Unless the amount of the item and the other information are reported absolutely accurately, we cannot assure you that the item you want stopped will not be paid.

In the event that we inadvertently pay an item over your valid stop payment order, we may refuse to re-credit your Account if you owed the money to the payee(s). You will be required to provide evidence satisfactory to us of the amount of your loss. If we re-credit your Account, you shall be deemed to have assigned to us all of your rights against the payee(s), both on the item and on the underlying claim, and we may require you to sign an affidavit that you did not receive full value from the transaction for which the check was issued and otherwise cooperate in our recovery efforts.

USE OF CHECK IMAGES AND SUBSTITUTE CHECKS

For each original check that you deposit, you hereby authorize us (and any collecting institution, returning institution, Federal 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: (i) 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 (ii) 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 any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) 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 image replacement document or IRD, 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.

CHECKS FROM A SOURCE OTHER THAN A CREDIT UNION APPROVED VENDOR

The Credit Union approved vendor(s) for check printing is selected based upon their high standards for printing checks. Other companies that provide printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. Therefore, you acknowledge and agree that we have no responsibility or liability to you whatsoever resulting from/to: non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s).

We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, "VOID" pantograph, micro-print lines, bleed-through check numbering, a warning band and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.

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, and 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.

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. The following provisions apply to dividend-bearing Commercial accounts: Not all Commercial accounts pay dividends. You should refer to your Commercial Rate and Commercial Fee Schedule, which is incorporated herein by reference, to assess current dividends (if any), costs, fees, and other charges.

IOLTA (Interest on Lawyers Trust Accounts): The additional following terms and conditions apply to IOLTAs: (1) If you open an IOLTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events; and to provide all notices and reporting as required by applicable laws; (2) IOLTAs can only be set up as checking accounts; (3) You may not link any IOLTAs to any other account(s); (4) Interest or dividends on IOLTAs will be paid (after deducting all applicable service charges and fees as permitted) periodically to the appropriate agency. You agree that you are responsible for the payment of all service charges and fees applicable to your IOLTA account which are not deducted from the interest earned on the account because deduction is prohibited or because the charges and fees exceed the interest; (5) Upon our request from time to time, the authorized signers for an IOLTA will provide documentation required by applicable state law and applicable bar association (or similar entity) rules; (6) We act only as custodian of the trust funds in IOLTAs and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s); and (7) The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account.

INACTIVE ACCOUNTS

If your Account is inactive (i.e., you do not make any deposits or withdrawals) and you have not otherwise communicated with us about your Account for the period provided by law, we will be required to transfer the balance of your Account as "abandoned property" to the appropriate state authority. If your Account is inactive for the period of time specified in our Commercial Fee Schedule, we reserve the right to impose an inactivity charge on your Account. You also agree that if it becomes inactive, your Account will be subject to any new fees or fee increases which go into effect during the period of inactivity.

If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any Commercial on an account for a period set forth in the Commercial Fee Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Commercial Rate and Commercial Fee Schedule for processing your dormant account ("Abandoned Property / Dormancy Processing Fee"). You authorize us to transfer funds from

all other account(s) owned by you to cover any such fees. 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. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

STATEMENTS

We will mail, send electronically, or otherwise make available to you statements of your account, notices and other information regarding your account or any service (collectively, Account Related Information) to the postal or electronic address reflected in the records of your Account. This statement will list all activity that relates to your Account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. If you fail to notify us, within ten (10) business days of receipt or availability of the statement or other written or electronic report of your account transactions, of a 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 sixty (60) 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. 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.

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.

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.

CHANGE IN ACCOUNT INFORMATION

You must notify us immediately of any change in the officers of your Commercial or signing authority for your Account. We may ask you to execute and deliver to us new account resolutions and new Commercial account applications before the change is made effective. You should also notify us in writing of any change in your address.

ENTITLEMENTS

As the Primary Account Owner "Administrator", you agree to set up and grant access only to "Users" that are at least eighteen (18) years of age, and are capable of binding to a legal contract in the jurisdiction from which you enter into this agreement. You will be able to add, manage, and revoke Online Banking privileges for each User profile and all their respective authorities at your sole discretion. User(s) through assigned Roles are deemed authorized by you to use and may authorize the use and access of accounts and services, and may request the issuance or re-issuance of any access device the business may obtain from the Credit Union for access and use of any accounts and/or services the Credit Union offers now or in the future; and such use, authorization or issuance shall be deemed authorized for all purposes under the agreements between the business and the Credit Union. You agree that we will not be responsible or liable to you in any way if an unauthorized person intercepts information. It is your responsibility to terminate access through Online Banking for all Users that you deem no longer authorized to have access to your Account(s).

DEATH OF SOLE PROPRIETOR

Following the death of a sole proprietor of an unincorporated Commercial, the balance in the Account shall be payable in accordance with applicable law upon presentation of appropriate qualification documents and any required tax release. Sole proprietors may have beneficiaries designated to their accounts.

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 Commercial Rate and Fee Schedules, 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 will 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.

International ACH Transactions: You acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your Accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described in the forgoing 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 Account holder such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

Courtesy Pay: Courtesy Pay is a discretionary overdraft service offered to members in good standing as defined by the Credit Union. This non-contractual service represents a purely discretionary courtesy or privilege that LGE Community Credit Union may provide to its checking account owners from time to time, and which may be withdrawn or withheld by LGE at any time without prior notice, reason, or cause. Courtesy Pay allows LGE to provide a higher level of service to our account owners by helping to protect your account and reputation when an inadvertent overdraft occurs. If you receive a direct deposit, social security or other federal benefit check, you must opt-out if you do not want us to apply those funds to an overdraft occurrence. Courtesy Pay is not a loan and is only intended as short-term coverage for unanticipated, occasional overdraft situations on your checking account. LGE is not obligated to pay any item(s) presented for payment if a checking account does not contain sufficient collected funds. With Courtesy Pay, LGE will strive to pay non-sufficient fund items including checks and ACH/Pre-authorized drafts and/or electronic debit transactions presented for payment on your checking account.

With Courtesy Pay, LGE will strive to pay such items up to a limit as determined by LGE, based on the member's checking account relationship including but not limited to how long the account has been opened, as well as dollar amount and frequency of periodic deposits made to the account consistent with past practices. Any and all applicable Overdraft Courtesy Pay fees, may be included in the overdraft limit as stated in this section.

If you would like LGE to strive to pay ATM withdrawals and point of sale debit transactions as a part of this discretionary program, you must opt-in to receive coverage of these transactions.

You are not charged for using Courtesy Pay unless you present an item against insufficient funds. Whether we pay or return an item, your account may be assessed a fee, either as a Courtesy Pay fee or a Non-Sufficient funds fee but you will not be charged both fees. Applicable fees are set forth in our Commercial Fee Schedule.

If you choose to have overdraft coverage of ATM withdrawals, we strongly recommend that you first perform a balance inquiry before making an ATM withdrawal. Should you request a withdrawal that will overdraw your account, LGE may honor that request by drawing on your Courtesy Pay limit and/or any other overdraft protection you may have with the Credit Union. The ATM receipt will show the amount withdrawn. It may not indicate your withdrawal has taken your account negative or accessed Courtesy Pay and/or other overdraft protection funds, or charged a fee. The total of the discretionary Courtesy Pay (negative) balance, including any and all fees and charges, is due and payable upon demand. You will continue to be liable, jointly and severally, for all such amounts.

It is anticipated that you will make a deposit immediately to cover an overdrawn balance. If your account remains in an overdraft status we may suspend the payment of items drawn off of insufficient funds until your account is once again in good standing. If your account remains in a negative balance for an extended period of time, this may result in a closed account status.

Any discretionary payment (or other negotiation or processing) by LGE of any non-sufficient funds check(s) and/or items does not obligate LGE to pay any additional non-sufficient funds check(s) and/or item(s) presented.

Using Courtesy Pay may be more costly than other overdraft payment options we may offer. You have the option to opt-out of this service by writing us at 430 Commerce Park Dr., Marietta, GA 30060; or calling us at 770-424-0060; or by opting out of Debit and/or ATM-only related charges by making the selection after logging into your Online Banking; or by obtaining, completing, and returning the appropriate Overdraft Opt-out forms as found on our website. Certain accounts do not qualify for this privilege.

TERMINATION OR RESTRICTIONS OF ACCOUNTS AND SERVICES AND STANDARDS OF CONDUCT AND BEHAVIOR

You may terminate your membership by providing us written notification. 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 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) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account

or sum on deposit; (4) there are any share drafts that are lost or stolen; (5) there are returned unpaid items-Transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account(s) or service(s); (7) 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; (8) if we believe you have been negligent in protecting any access devices or codes; (9) 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; (10) 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; (11) 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; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value for a membership account or any balance as to all other accounts; (14) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (15) 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 and/or procedure; (16) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (17) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (18) deliberately or repeatedly violating security procedures or safety rules; (19) possessing, using, or being under the influence of illicit drugs on Credit Union premises; or (20) engaging in use or possession of weapons of any kind on Credit Union premises except for on-duty law enforcement officers or security officers; or (21) displaying and/or engaging in "inappropriate" or "abusive conduct" as defined by the Credit Union to protect Credit Union employees and members; or (22) 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.

We, on our own accord, may place a stop payment on any check, 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 check, withdrawal, item or transaction after your account is terminated. However, if we pay an item after termination, you agree to reimburse us upon demand.

INFORMATION

You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements.

TELEPHONE REQUESTS

You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order.

CONSENT TO RECEIVE COMMUNICATIONS

To provide you with the best possible service in our ongoing Commercial relationship for your account we may need to contact you about your account from time to time by telephone, text messaging, or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA) and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us, our affiliates, and designees to contact you regarding your account(s) with the Credit Union and its affiliates throughout its existence using any telephone numbers or email addresses that you have provided to us or that you may subsequently provide to us using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call.

If you have provided to the Credit Union, a wireless telephone number (cell phone number), you represent and agree you are the wireless (cell phone) subscriber. Should you relinquish or otherwise no longer be the subscriber to a wireless telephone number (cell phone number) you provided to the Credit Union, you represent and agree that you will immediately notify the Credit Union of your relinquishment or nonsubscriber status of the wireless telephone number (cell phone number) by updating your account information.

RECORDING CONVERSATIONS

You understand and agree that for our mutual protection any phone call with us may be monitored or recorded by us or our affiliates.

"E-MAIL" AND FACSIMILE COMMUNICATIONS

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Application, or any other application or written communication actually received by us. Any account owner may change the e-mail address for statements or other information from us at any time. The Credit Union may not immediately receive e-mail communications that you send. We reserve the right to require any notices from you to be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. You expressly consent and agree to us, our agents or any parties we authorize sending and receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.

FACSIMILE SIGNATURES

If you choose to use facsimile signatures, you agree that:

- 1) It is impossible for us to determine whether or not a facsimile signature is genuine;
- 2) 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.
- 3) You assume full responsibility and will indemnify us for all items paid over a forged or unauthorized facsimile signature.

CREDIT REPORTS, MEMBERSHIP-ACCOUNT ELIGIBILITY, OTHER CREDIT UNION SERVICES AND SOCIAL MEDIA

To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including Commercial credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social media we may use any social media addresses you may establish from time to time.

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.

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.

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.

AMENDMENT AND CHANGES

Any written notification of other changes required by applicable law or regulation will be made available to you via: website access, any branch location, specified email, and/or at the address that you have provided the Credit Union. You agree to keep us informed with your current contact information at all times. Notice from us to any one of you is notice to all of you. Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice ten (10) days or more in advance of the effective date of any change shall be deemed sufficient.

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 electronically mail or mail notice of an amendment to the email or mailing 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 must be in writing and signed by a Credit Union officer and shall not be considered a waiver of any other or future obligation or right.

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.

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.

GOVERNING LAW

This Agreement is governed by the laws and regulations of the state in which the Credit Union office where you opened your account is located. If your account is opened by mail, or electronically through our Internet Website, and we have a branch office in your state of residence, this Agreement is governed by the laws and regulations of that state. If we do not have an office located in your state of residence, and your account is opened by mail, or electronically through our Internet Website, this Agreement is governed by the laws and regulations of the State of Georgia. This Agreement is also at all times governed by the laws and regulations of the United States of America.

MANDATORY ARBITRATION OF DISPUTES AND CLAIMS

Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choices in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and the Credit Union; the

relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years' experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Commercial Account Agreement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. **If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving Interstate Commerce.** The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

With the exception herein, the parties agree and understand that all disputes (including all legal and equitable rights and remedies) arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, regulatory, and property disputes will be subject to binding arbitration in accord with this agreement. Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where the Credit Union maintains a branch that is the closest Credit Union branch to your primary place of Commercial. Each party must bear all of their own expenses, including the party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.

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: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) 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, legal process; your failure to comply with any obligation in this Commercial Account Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) 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 (6) 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.

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).

GENERAL LIMITATION OF LIABILITY

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 (1) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (2) any error, failure or delay in execution of any transfer resulting from circumstances beyond our reasonable control, including, but 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.

We may issue you the number of Passwords, PINs or other access keys (together "passwords") for your accounts or account services that you request. You shall have sole and exclusive responsibility for providing the passwords to those individual(s) whom you authorize to use the card(s). 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.

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.

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.

UNIFORM COMMERCIAL CODE FUNDS TRANSFERS

Summary and Definitions: This following disclosure governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers), and as may be applicable the operating rules for the National Automated Clearing House Association ("NACHA"). This Agreement does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E. To the extent that the terms of this Agreement vary from the other agreements or disclosures, this Agreement shall govern. Further, to the extent that this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law.

Services Available: You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have reasonable cause for rejecting the payment order.

Person(s) Authorized to Make Transfers: You agree that you, any joint owner of an account, or any person authorized by a written instrument by you or any joint owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.

Security Procedures: We may establish security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.

Time Limitations for Acceptance of Orders: We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments or cancellations. Transfer orders, cancellations or amendments received after the cut-off time may be treated as received on the next following funds transfer business day, and processed accordingly. Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.

Cancellation or Amendment of Transfer Request(s): You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not affected. Furthermore, you agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

Member Instructions Identifying Beneficiary or Financial Institution: You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.

Account Statements and Notices: Under the ACH Rules, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH entry and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide you. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Georgia as provided by the ACH Rules, which are applicable to ACH transactions involving your account.

All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours.

You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within sixty (60) days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

Method Used to Make the Wire Transfer: We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

Limitation of Credit Union's Liability: In addition to any defense or exception from liability provided in this information or applicable law, the Credit Union shall not be liable in any case for any special, indirect, exemplary, and consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses whatsoever. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made.

Provisional Payment: Wholesale credit entries may be transmitted through the ACH. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Choice of Law: We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with the laws and as provided in the operating rules of the National Automated Clearing House Association.

UCC-4A disclosures for electronic wholesale credit entries received will be provided to all commercial account holders at account opening within the Commercial Account Agreement (CAA). The disclosures will contain the following statements:

1. the entry may be transmitted through the ACH;
2. credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry;
3. under the *ACH Rules*, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH entry and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide you; we may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Georgia as provided by the *ACH Rules*, which are applicable to ACH transactions involving your account.

ELECTRONIC FUNDS TRANSFER DISCLOSURE

Transactions we Facilitate: As a user of Electronic Funds Transfer (EFT) service, you may have access to specifically identified Automated Teller Machines (ATM), Memberline Audio Response "Memberline", Online Banking, Visa Debit card, and Automated Clearing House (ACH) services, Mobile Banking and Wire transfer services. Electronic funds transfers (EFTs) are electronically initiated transfers of money involving a deposit account at the Credit Union. The following are types of EFTs we may offer now or in the future, not all of which may apply to your account: Point-of-sale (POS) transfers, automated teller machines (ATM) transfers, direct deposits or withdrawals of funds, transfers sent via ACH (Automated Clearinghouse), transfers initiated by telephone, transfers resulting from Debit card transactions (whether or not initiated through an electronic terminal), payments made by a bill payer under a bill payment service (unless made solely by check or similar paper instrument), and online and/or mobile banking. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed, Uniform Commercial Code (UCC) for Automated Clearing House (ACH) transactions, and wire transfer services, and Funds Availability Policy. This is done for the purposes of ordering, authorizing, or instructing the Credit Union to debit or credit an account. Use of any of these services constitutes your acceptance of the terms and conditions of the Electronic Fund Transfer Disclosure and following agreements. This information is also in addition to any terms, conditions, and disclosures for these and any other electronic fund transfer services that you receive.

AUTHORIZATION

You authorize us and any third party acting on the Credit Union's behalf, to serve as your agent in processing payments to targeted merchants and/ or transfers to and from targeted accounts pursuant to your payment and/or payment instructions. You authorize us to post such payment and/ or transfer to your designated account(s). You understand that in instances where there are insufficient funds in your designated account, we may not make certain payments and/ or transfers.

Preauthorized credits: You may arrange for certain direct deposits to be accepted into your Credit Union Base Savings, Money Market, and/or Checking account(s).

Preauthorized payments: You may make recurring payments from your checking account(s).

Ach and Wire Transfers: You may initiate or receive credits or debits to your account(s) through ACH or wire transfer. You agree that if you receive funds by ACH transfer or wire, we are not required to notify you at the time the funds are received. The transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you will identify either the recipient or any financial institution by name and account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. We may accept on your behalf, payments to your account that have been submitted by Fed Wire and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Funds Transfers through Fed Wire. Whenever an ACH is used as part of a transaction that does not involve Fed Wire, the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account.

Memberline and Online Banking: You may access your account through *Memberline*, our telephone transaction system. You will use your account number and your *Memberline* authorization code (PIN), and a Touch-tone phone. Rotary phones are not compatible with Memberline. You may access Online Banking from our website: www.LGEccu.org, by completing registration and verifying applicable personal identification. You must then accept any additional agreements and/or disclosures and select a new password and respond to any challenge questions as required by our system. Monetary transfers from share savings and Money Market accounts via *Memberline* and Online Banking are included, under Regulation D, as part of the six allowed transfers per month.

Transactions include:

- View deposit and loan account balances and history
- Transfer funds from savings to any sub account or to another member account
- Advance funds from a line of credit to related savings or checking account
- Make loan payments from related savings or checking accounts (Credit Union loans only)
- Access E-Statements
- Verify Cleared Transaction and/or Checks
- Look up status and/or information on your loan, and savings and/or checking accounts

Online Banking Bill Pay Services: Through LGE Bill Pay Services, you may make payments to debtors or individual payees through Online Banking. Payments are eligible from your established checking account(s). Payments will be remitted based on the merchant's preference. **To sign up:** Upon first use of Bill Pay services, you will be prompted to accept terms and conditions of this service.

Bill Payment functions include the following:

- Schedule and make payments
- View pending payments and payment history
- Payee maintenance (e.g., change merchant name and address)
- Add merchant payment information
- Sign up for eligible ebills

Timing of payments: The Credit Union processes payments through a third party vendor and is not responsible for the timing of payments. Electronic payments are normally received and processed by the merchant within five (5) business days. Mailed payments take longer period of time to be received and processed by the merchant. The merchant determines which type of payment it will receive.

Sufficient funds: You must have sufficient available funds in your account to cover the payment. We will not take your balance negative to make a scheduled payment.

Liability: The Credit Union's liability can be found under section titled, *Liability for Failure to Make a Transaction* of this Agreement and other applicable disclosures. In no case will the Credit Union be liable for consequential, indirect, or punitive costs or damages. The Credit Union and the Bill Pay service provider will carry out your instructions in a reasonable manner. This is in addition to any other provisions in this agreement that address the Credit Union's liability. The Credit Union has no liability to you whatsoever for any transaction using an access device we: (1) have not issued; or (2) issued by another party with whom we have no written agreement.

Online Banking Inactive Account Limitations: Online Banking accounts, which have not been in use for over six months, will be deactivated. Once the account has been deactivated, new registration is required. If you would like your Online Banking account to remain active, log into your account at least once every six months.

ATM Safety Precautions: As with all financial transactions, please exercise discretion when using an ATM. You are responsible for your own safety. The following suggestions may be helpful.

- Minimize your time spent at a machine. Have your card ready and prepare for your transaction prior to arriving at the ATM.
- As soon as your transaction is complete, place your money in your purse or wallet. Count the cash later in the safety of your car or home. Remember to retrieve your card and receipt immediately after your transaction.
- Always save your receipts. Do not leave them at the ATM; they may contain account information.
- Protect your Personal Identification Number (PIN). Do not lend your Visa Debit card to anyone. Do not give anyone your PIN. Do not write your PIN where it can be discovered or store it with your card.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- When you make an ATM transaction, be mindful of your surroundings and remain alert. If you notice anything suspicious, or any other problem arises after you start an ATM transaction, cancel the transaction, take your card, and leave.
- Do not accept assistance from anyone you do not know.
- Avoid ATMs in dark or remote places. Be sure the ATM site (including the parking area) is well lit. It may be safer to bring someone with you when you make a transaction.
- At a drive-up ATM, keep your doors locked and all passenger windows up.
- Look at the ATM before using it. If it doesn't look right, don't use it. If an ATM has any unusual signage, don't use it.
- We want the ATM to be safe and convenient for you. Therefore, please tell us if you know of any problem with an ATM facility. Report all crimes and any suspicious activity to us and to the police.

ATM Transactions

You may access your Commercial account(s) by using the Credit Union's ATM with your Visa Commercial Debit card and personal identification number (PIN) to:

- Get balance information on savings and checking accounts and line of credit
- Make deposits to your Credit Union checking or savings accounts in LGE owned ATMS or by accessing an ATM owned by another financial institution that participates in the CO-OP, CU Here, or CU 24 Networks.
- Make withdrawals from savings and checking (You may withdraw no more than \$500 per day per account)
- Make advances on your line of credit
- Transfer money from savings to checking and transfer money from checking to savings
- Make payments to Credit Union loans by check deposit or transfer from savings or checking (exclusion of making mortgage payments)
- At *Foreign ATMs you can get balance information and make cash withdrawals from checking or savings, depending upon how your account is set up
- Some of these services may not be available at all terminals. The way your card is set up also affects what transactions you can do.

*Foreign Non-LGE ATMs are machines we do not own that allow access via the networks as set forth in the Commercial Fee Schedule, which may change from time to time.

VISA COMMERCIAL DEBIT CARD

By signing (or otherwise initiating) an application, by signing the back of the Visa Commercial Debit Card, a sales invoice or receipt, or by using or allowing the use of either of the cards and/or its account number and/or your personal identification number (PIN), you acknowledge and confirm that you have requested that the card(s) be activated or that it is a renewal or replacement of an existing card. Each time your Visa Commercial Debit Card is properly used at a point of sale terminal, you authorize the Credit Union to debit your account for the total amount indicated on any debit advice originated by the use of your card, whether or not you have signed any sales authorization. We will handle such debit transactions the same as authorized checks drawn on your account. The Credit Union will not be responsible for any claim you may have against any Commercial establishment for refusing to honor your Visa Commercial Debit Card. The Visa Commercial Debit Card is a product of the VISA Corporation; therefore, covered by all the security features and safeguards that VISA provides.

Visa Commercial Debit Card Point Of Sale (POS) Transactions: After your Visa Commercial Debit Card is activated, you, or anyone authorized by you, or any party to an account which may be accessed through use of the card or the account number, may withdraw cash at automated teller machines, access your checking account to purchase goods (in person), pay for services (in person) and obtain cash from a merchant, if the merchant permits, or from a participating financial institution. We may, at our discretion, return any check or other item drawn on your account to ensure there are sufficient available funds to cover a card transaction. If there are not sufficient available funds in your account to cover a transaction, the difference may be transferred from another account, or if you have an overdraft line of credit with us, an

advance may be made under the terms of that agreement to cover the transaction if a sufficient amount is within your available credit limit. We are not obligated to pay out any funds if the available balance in your account is not sufficient and there is no other account(s) with sufficient available funds or an overdraft line of credit. If we elect to pay out such funds, you agree to pay the deficiency on demand or immediately following receipt of your monthly statement, whichever comes first, plus any overdraft charges in effect under the terms and conditions of your account. We are not responsible for and do not directly or indirectly give any guarantee or warranty with regard to the quality, suitability, or fitness for a particular purpose, or any other characteristic of any goods or services purchased by use of the card. You agree to settle any dispute about a purchase with the merchant or service provider who honored the card. You may not stop payment with respect to any transaction originated by use of your debit card.

Limitations On Use Visa Commercial Debit Cards: For your protection, there are limits on the dollar amount of cash withdrawals or transfers you can make per day from your account at an ATM or POS terminal with a Personal Identification Number (PIN). Due to certain technical limitations your withdrawal and purchase may be limited to \$500.00 per 24-hour period.

Pin-Less Transactions: Visa Commercial Debit card transactions may be processed through non-Visa Debit networks that offer the PIN-less service and may not be processed as a Visa transaction. Therefore, these non-Visa-PIN-less Transactions will not include Visa's zero liability or chargeback and dispute resolution and other protections for consumer or Commercial benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and Pin-less debit transactions.

LIABILITY FOR VISA AND INTERLINK TRANSACTIONS

If a transaction is made with your card or card number without your permission and is either a Visa, Interlink or Plus transaction, your liability will be zero. If we determine you have been grossly negligent or fraudulent in the handling of your account or card, zero liability will not apply and your liability will be determined in accordance with the above paragraphs under the "Liability for Unauthorized Transactions" section of this document. Zero liability does not apply to unauthorized use of your Visa Commercial Debit Card and PIN at an ATM. We may require a statement regarding your claim.

OWNERSHIP OF CARDS

The Visa Commercial Debit Card is at all times Credit Union property. We may revoke and discontinue the use of your card(s) at any time. You understand and agree that we have the right to request return or proof of destruction of the card(s) at any time and you agree to do so immediately. You agree to follow our instructions with regard to the return or destruction of your Visa Commercial Debit Card immediately as well as discontinuing use of the card. You also understand and agree to keep your card(s) in a safe place, not write your PIN on your card or store it with the card, not disclose your PIN to anyone, and report any unauthorized or erroneous transactions to the Credit Union immediately.

PASSWORDS/SECURITY

After receiving your password/access code from us, you agree to change it immediately when logging on to Memberline or Online Banking for the first time. You agree not to give or make your access code, password, or PIN for any credit union electronic service available to any unauthorized individuals. If a third party should gain access to your Online Banking password or Memberline access code you are responsible for changing your password/access code to deny the third party's access to your banking information and you agree to do so immediately through the appropriate service and to contact the credit union immediately. Use of the access code, password, or PIN by you or by anyone with your authorization will be considered the same as your written signature authorizing us to complete any transaction or request communicated through the service. If you authorize another person to use your access code, password or PIN, that person can use a credit union service to perform any of the functions that you may perform. You agree to assume responsibility for all transactions initiated through our online service with your user ID and/or password up to the limits allowed by applicable law. To report a lost or stolen Visa Business Debit Card after hours: 1-866-677-7151.

POSTING FOREIGN TRANSACTIONS ON BILLING STATEMENTS

An International Service Assessment (ISA) Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. Visa defines multiple-currency transactions as transactions made in foreign countries involving currency conversion to U.S. dollars. Single-currency transactions are international transactions not involving currency conversion to U.S. dollars. The converted transaction amount will be shown separately from the International Service Assessment Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. Applicable fees are set forth in our Commercial Fee Schedule.

Currency Conversion Rate: The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date plus the International Service Assessment Fee. If you authorize a transaction with your access device 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 uses 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. Applicable fees are set forth in our Commercial Fee Schedule.

FEES AND CHARGES

There are certain charges for the EFT services as set forth on the Commercial Fee Schedule. If you request an advance on your line of credit account such transactions may be subject to charges under the terms and conditions of your Commercial Loan Agreement.

ATM Operator and/or Network Fees: If you use an ATM that is not operated by LGE, you may be charged a surcharge by the ATM Operator or an ATM Network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. You may be charged a surcharge fee by the owner of a non-LGE Credit Union ATM or by the Network used and you may be charged for a balance inquiry even if you do not complete a funds transaction. The Credit Union may charge you a fee for using a non-LGE Credit Union ATM as set forth in the Commercial Fee Schedule.

Right to Documentation:

- a. Terminal Transactions:** You can get a receipt at the time you make any transfer to or from your account using an automatic teller machine or a point-of-sale terminal.
- b. Direct Deposits:** If you have arranged to have direct deposits made to your accounts at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us at the telephone number listed in the Commercial Fee Schedule to find out whether a deposit has been made. If the only possible transfers to or from your accounts are direct deposits, you will get a statement from us at least quarterly.
- c. Periodic Statements:** Transfers and withdrawals transacted through an ATM or POS terminal, Mobile Banking, Online Banking, Memberline, Telephone, or Debit card purchase will be recorded on your periodic statement. You will receive a statement or notice of the availability of your statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement or notice at least quarterly.

PERIODIC STATEMENTS

All EFT transactions will be recorded on your periodic statements. You will receive a monthly account statement from us for your checking account(s). You will receive a monthly account statement from us for your base savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

As used in this section, the term "problem" means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) related to your account. Because you are in the best position to discover any problem, you agree that it is your duty to promptly examine your statement and report to us any problem on or related to your statement. You agree that we will not be responsible for any problem that:

1. you do not report to us in writing within a reasonable time not to exceed thirty (30) calendar days after we mail the statement (or make the statement available) to you;
2. results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or
3. as otherwise provided by law or regulation.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within thirty (30) days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within thirty (30) days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

This time period for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.

Electronic Statement: Credit Union has the capability of capturing your periodic statement electronically (e-statement) and posting it in a secure manner so that you may retrieve it at your convenience. You have the right to have your statement provided on paper or receive it electronically. If you elect to have your statement presented electronically, we may also send, from time to time, other notices and promotional material. **Equipment Required:** You will need a personal computer, tablet or mobile device capable of accessing our fully featured online banking website. LGE Community Credit Union supports the current publicly available (and immediately previous) versions of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, and Apple Safari. Online Banking may work with other internet browsers, but we are unable to provide support for them. A currently supported version of Adobe Reader is required to view electronic documents delivered via Online Banking. If you choose to print your statement, you will need access to standard printing capabilities that are compatible with utilized device.

Authorizing e-statements: You must sign up for e-statements through Online Banking, you can reach via our web site www.LGEccu.org. We will consider your request for e-statements to be your agreement that Credit Union will post your statement in a secure location and notify you via e-mail that your statement is ready for viewing. Your statement will remain on the site for ninety (90) days from the date we notify you. **We will stop sending paper statements on this account unless you notify us that you no longer wish to receive e-statements; however you can always request a special copy of the statement be created for you.**

Canceling e-statement: You may cancel e-statements at any time. To switch back to paper statements, contact us by calling 770-424-0060 and ask to re-set your account for paper statements. The Credit Union may ask you to put your request in writing and deliver it to us within fourteen (14) business days. Note: To have Online Baking access, each account must be set up for e-statements.

Supplemental paper statement: If you need to get a paper copy of your statement, you may do so by contacting us by calling 770-424-0060. Applicable fees are set forth in our Commercial Fee Schedule.

MEMBER RESPONSIBILITIES

It is your responsibility to keep Credit Union apprised of your current e-mail address. Failure to notify Credit Union of e-mail address changes may result in loss of important communications from the Credit Union and possible fees as assessed by Credit Union. If electronic notifications from the Credit Union are undeliverable, you agree that Online Banking access will be restricted and the delivery method for account statements, disclosures, and notices will be reverted to paper format. To prevent a disruption in services, it is your responsibility to ensure your information with the Credit Union is accurate.

STOPPING A PRAUTHORIZED PAYMENT / NOTICE OF VARYING AMOUNTS

If you have told us in advance to make regular payments out of your account(s), you can stop any of these payments by: Calling or writing to us Attn: Account Services, P.O. Box 1188, Marietta, GA 30061-1188. We must receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within fourteen (14) days after you call. Refer to our Commercial Fee Schedule for stop payment fees and other applicable fees. If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment when it will be made and the amount. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set. We are not obligated to honor a stop payment request that does not contain accurate information provided in a timely manner. You understand that it is necessary to provide the correct information related to the transaction, and that failure to do so may result in the payment of the item. **Liability for failure to stop payment:** If you request for LGE to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Liability for Failure to Make a Transaction: If the Credit Union does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages. However, there are some exceptions to this, which include the following:

- You do not have enough money in your account to make the transaction through no fault of ours.
- The transaction goes over the credit limit on your overdraft line.
- The terminal where you were making the transaction does not have enough cash.
- The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- You have not properly followed instructions for operation of the ATM.
- The funds in your account are subject to legal process or other similar encumbrance.
- The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union Agreements.
- Access to your account has been blocked after you have reported your Access Device lost or stolen or you use a damaged or expired Access Device.
- The Credit Union has a reasonable basis to believe an access device has been compromised; or that other actions and/or circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving an access device we have issued.

INFORMATION DISCLOSURE TO THIRD PARTIES

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

1. Where it is necessary for completing transfers
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. In order to comply with a government agency or court orders
4. If you give us written permission

IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS

In case of errors or questions about your electronic fund transfers, pre-authorized direct deposits or payments involving asset accounts: Telephone us at 770-424-0060 or 1-800-541-8921, or write to us at LGE Community Credit Union, 430 Commerce Park Drive, Marietta, GA 30060 as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer on your statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. You should provide the following information:

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, the type, date, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will tell you the results of our investigation within ten (10) business days (five (5) business days if the transfer involved a Visa Commercial Debit Card Signature transactions) after we hear from you and will correct any error promptly. If we need more time we may take up to forty-five (45) days (ninety (90) days if the transfer involved a POS transaction, a new account, or a foreign initiated transfer) to investigate your complaint(s) or question(s). If we decide to do this we will issue you a provisional credit to your account within ten (10) business days (five (5) business days for Visa Commercial Debit Card Signature transactions) of receiving the error. If we ask you to put your complaint(s) or question(s) in writing and we do not receive it within ten (10) business days, we may reverse the provisional credit to your account. Your account is considered a new account for thirty (30) calendar days after the first deposit is made, unless you already have an established account with us before the account is opened. If we decide that there was no error, we will send you a written explanation within three (3) business days after we complete

our investigation and reverse the provisional credit(s) from your account. You may ask for copies of the documents that we used in our investigation

For Transactions initiated outside the United States, or resulting from a Point-of-Sale Debit card Transaction: We will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint(s) or question(s). For transactions on accounts that have been opened less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

Special Rules for Provisional Credit for Visa Commercial Debit card Transactions: If you believe a Visa Commercial Debit card transaction was unauthorized, we will issue credit to your account within five (5) business days for signature transactions and ten (10) business days for POS transactions for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may reverse any credit previously made to your account until we receive it. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Contact us immediately if you believe your card and/or PIN, access code, or password to any EFT service has been lost, stolen, or used without your permission, or if a direct payment has been made or may be made out of your account without your permission. You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your access device, you are responsible for any transactions they authorize or conduct on any of your accounts.

Reporting A Lost Card, Access Device, PIN, or Memberline PIN: If you believe that any Access Device has been lost or stolen or that someone has withdrawn or may withdraw money from your account without your permission, you agree to immediately notify us. You can call us at 770-424-0060 or write to us Attn: Support Services, P.O. Box 1188, Marietta, GA 30061-1188. If you recover, your Card and/or Access Device after you have notified us, DO NOT USE IT.

VISA ACCOUNT UPDATER (VAU)

VAU is an account updating service in which your LGE issued Commercial Visa debit card and/or Commercial Visa credit card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. If at any time you wish to opt-out of the VAU service or if you have any questions, please call 770-424-0060, the Card Services department or email us at CardServices@LGEccu.org.

EQUIPMENT

We are not responsible for any loss, damage or injury caused by your equipment or software, the services, or any technical or editorial errors contained in or omissions from any user guide related to the services. We will not be responsible for any direct, indirect, special, or consequential damage arising in any way out of the installation, use or maintenance of your equipment, software, or the services, except where the law requires a different standard.

FUNDS AVAILABILITY DISCLOSURE

This disclosure describes your ability to withdraw funds at LGE Community Credit Union. It only applies to the availability of funds in "transaction accounts" subject to Regulation CC. Transaction accounts, in general, are accounts, which permit an unlimited number of payments to third parties and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. 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 by cash, 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 and 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. Applicable fees are set forth in our Commercial 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 during business hours, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit 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 at the branch of deposit.

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 and are subject to the **Longer Delays May Apply** section below:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first \$200 from the aggregate of all other deposits made on any given day.

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 on the first business day after the day of deposit. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

ACH TRANSFERS

ACH or Wire Credit Transfers Originated by Another Financial Institution: If you initiate a Wire or ACH transfer from your account at another financial institution to your LGE account, also known as ACH Credits, these funds will be credited and made available on the same day that the item posts to your account, at which time you may withdraw the funds in cash, send a wire transfer, and pay checks you have written. We do not consider electronic credits (incoming wires or ACH credits) where LGE is not the originator, as "uncollected" funds when determining availability for sending wire transfers.

ACH Debit Transfers Originated by the Credit Union: If LGE initiates an ACH Debit, requested by you, which would be a credit of funds to your LGE account and debit from your account at another financial institution, these funds from the transfer will be posted to your account and made available no later than close of business on the third (3rd) business day after the day the transfer was processed, at which time you may withdraw the funds in cash, send a wire transfer, and pay checks you have written.

DEPOSITS AT AUTOMATED TELLER MACHINES (ATMS)

Our Machines: If you make a deposit at an ATM identified as ours with the Credit Union's name, your deposit will generally be available on the first business day after the day of deposit.

Other Machines: If you make a deposit at an ATM that is not identified as ours with the Credit Union's name, your deposit will not be available until the fifth business day after the day of deposit.

Merchant Capture: If an image you transmit through this Service is received and accepted before 3:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit made on the next business day we are open. You agree, however, that Items transmitted through the Service are subject to the funds availability requirements set forth in Regulation CC of the Federal Reserve Board. We will make the first \$200 of a day's total deposits available by the first (1st) business day after 4:00 p.m. Eastern Time, after the day of your deposit and the remainder available by the second (2nd) business day after 4:00 p.m. Eastern Time, after the day of your deposit once credit is received.

LONGER DELAYS MAY APPLY

Paper Checks: Case-by Case Option: In some cases, involving paper checks, we will not make all of the funds that you deposit available to you as provided above. The first \$200 of your deposits, however, will generally be available no later than the first business day after the day of

your deposit and usually immediately. 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 soon after as reasonably practical. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, (including a deposit made at the ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available prior to conducting the transaction.

Safeguard Exceptions: In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

Special rules for new accounts: If you are a new member, the following special rules will apply during the first thirty (30) calendar days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, 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 deposited in person by one of our employees. The excess over \$5,000 will be available by the fifth 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 \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available by the fifth business day after the day of your deposit. However, we may place longer holds on certain items for other reasons, such as large deposits (see Longer Delays May Apply above).

Other Accounts: If we accept a check for deposit that is drawn on another financial institution, 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 time periods that are described elsewhere in this disclosure for the type of check that you deposited.

FOREIGN CHECKS

The Credit Union does not accept or process checks drawn on financial institutions located outside the U.S. (foreign checks). Only checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to funds available described in this section.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What Is a Substitute Check? To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding Substitute Checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, returned check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please mail us at LGE Community Credit Union, Support Services Department, 430 Commerce Park Drive, Marietta, GA. 30060 or you may call 770-424-0060 or you may email us at www.LGEccu.org. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include: a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); an estimate of the amount of your loss; an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and a copy of the substitute check [and/or] the following information to help us identify the substitute check: (*identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check*).

Truth-In-Savings Act Disclosure
(Saving and Checking Accounts)

Rate Information, Payment and Balance Computation: Your dividend rate and annual percentage yield may change. At our discretion, we may change the dividend rate and Annual Percentage Yield on your Account any time 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 annual percentage yield information, please ask in any branch office, telephone your Credit Union representative, or review online at www.LGEccu.org.

We reserve the right to calculate dividends for those dividend bearing Accounts which are used for Commercial or other non-personal purposes, in a manner different from those 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 give 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.

Compounding and Crediting: Dividends will be compounded and will be credited as set forth in the Commercial Rate Schedule. The Dividend Period ("period") for each of your accounts is set forth in the Commercial Rate Schedule. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive accrued but uncredited dividends.

Balance Information. Any minimum deposit to open an account, and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Commercial Rate Schedule. **"Average Daily Balance Method"** Dividends are calculated by 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. **Accounts with Minimum Balance Requirements:** If you fail to maintain the minimum balance required to earn the dividend rate and annual percentage yield for any account as set forth in the Commercial Rate Schedule, then you will not earn the dividend rate and annual percentage yield for the period in which you do not meet this requirement.

Accrual of Dividends. Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash 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. Unless stated otherwise, the term "month" when used in this Agreement or any Schedule or other Addendum means monthly statement cycle.

Dividends on all dividend-bearing Commercial checking accounts referenced in this Agreement are compounded monthly and credited monthly. Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for a period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

Excessive Transaction Fees: Limitations on the number of transactions and the fee as set forth in the Commercial Fee Schedule. Savings account transactions are limited to five (5) per month. Additional transactions during a month will cause a fee.

SHARE CERTIFICATE DISCLOSURE

Rate Information: The dividend rate and annual percentage yield on your account are stated in the Commercial Rate Schedule and/or your Term Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate(s) the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate(s) the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union's Board of Directors. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings.

Compounding and Crediting: Dividends will be compounded monthly unless at account opening you arrange for monthly dividend payments. Dividends will be compounded and credited as set forth in the Commercial Rate Schedule. The Dividend Period ("period") for each account is set forth in the Commercial Rate Schedule. The period begins on the first calendar day of the period and ends on the last calendar day of the period. **Earnings section:** Dividends will accrue from the date of issue and shall be paid at the rate and frequency stated on your certificate. The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce annual percentage yield. Funds withdrawn before the end of a dividend period may not earn dividends for that entire dividend period.

Minimum Balance Requirements: The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Commercial Rate Schedule.

Balance Computation Information: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

Accrual of Dividends: Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash 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 certificate account, it becomes principal. If you close your Certificate account before any dividend is credited, you will forfeit uncredited or unpaid dividends.

Transaction limitations on Personal Certificates: Once the account is opened, you may not make deposits into the account until the maturity date unless allowed by special promotional offer. You may not make withdrawals of principal from the account unless allowed by special promotional offer.

Maturity Date: Your account will mature on the date stated in your Certificate receipt or any Renewal Notice the Credit Union provides to you.

Early Withdrawal For all Certificate Accounts: You have agreed to leave the principal of this account on deposit for the full term stated in your 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 of your Certificate may be made only with the consent of the Credit Union. Unless stated otherwise, owners of accounts with a stated term of 12 months or less shall forfeit an amount equal to up to ninety (90) days dividends on the entire principal amount when any withdrawal is allowed 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 twenty four (24) months shall forfeit an amount equal to up to 180 days dividends on the entire principal amount when any withdrawal is allowed 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 33 months shall forfeit an amount equal to up to 270 days dividends on the entire principal amount when any withdrawal is allowed 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 36 months shall forfeit an amount equal to up to 270 days dividends on the entire principal amount when any withdrawal is allowed 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 48 months shall forfeit an amount equal to up to 360 days dividends on the entire principal amount when any withdrawal is allowed 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 55 months shall forfeit an amount equal to up to 450 days dividends on the entire principal amount when any withdrawal is allowed 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 60 months shall forfeit an amount equal to up to 450 days dividends on the entire principal amount when any withdrawal is allowed 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. Any certificate redeemed prior to reaching the set penalty days established at time of opening, will forfeit all dividends earned plus principal to meet the required obligation. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in the event of the owner's death or legal incompetence.

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.

Renewal Policy: Upon maturity of share certificate term, the certificate will automatically renew for the same term at the dividend rate and conditions in effect at time of renewal. The share certificate account will automatically renew at each maturity unless (1) withdrawn or transferred within the ten (10) day grace period immediately following the scheduled renewal date or (2) the Credit Union gives written notice within thirty (30) days of maturity that this certificate will not be renewed. In the latter case, upon maturity, the account will be converted to a regular savings account and receive earnings at the rate then paid on regular savings 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. Certificate redemption shall be on the assigned maturity date or the next business day if the maturity falls on a Sunday or Credit Union holiday. Your receipt will display your renewal option.

Promotional Renewal: Upon maturity, a promotional certificate may automatically renew for another promotional term although the same rate and term are not guaranteed. For non-auto renewal promotional certificates, the balance of the promotional certificate will be deposited in the savings account. Your receipt will display your renewal option.

Non-renewal: If you choose non-renewal of a certificate, at maturity, the funds will be distributed to your savings account. Certificate rate will not be paid beyond date of maturity. Your receipt will display your renewal option.

We may choose not to apply penalties in the following circumstances: (1) Death of any owner of this certificate. (2) Owner of certificate is determined to be incompetent by a court or other body of competent jurisdiction. (3) If account is withdrawn within ten day grace period. (4) After a merger or where federal deposit insurance has been lost. If this Certificate is payable to joint owners with right of survivorship, such owners agree each with the other and with the Credit Union that the sum represented by this Certificate and all accumulations thereon are and shall be owned by them as joint owners with right of survivorship, and either such owner alone shall have the right and authority to take action affecting this Certificate. Any notice provided for herein shall be good and valid when given by or directed to either of such owners, and payment to or on direction of either of such owners, or the survivor, shall be valid and discharge the Credit Union from liability.

Bonuses: LGE Community Credit Union may periodically offer a bonus in conjunction with a deposit account. On the occasion that this offer is made, you will be notified of any minimum balance or time requirements to obtain this bonus.

COMMON FEATURES

Nature of dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Rate Schedule are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.

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

Limitations on Maximum Shares Held by One Member: The Credit Union's Board of Directors may limit the maximum amount of shares one member may hold by resolution, which they may set or change from time to time.

Transfer and Assignment: This account may not be transferred or assigned without our prior written consent. Ownership of an account is not transferable without the written consent of the Credit Union. The Credit Union may, before giving its consent, use any of the funds in this account to repay any debt due it from any named account owner. Your accounts may be pledged to secure your existing or future obligations owed to the Credit Union. 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). New owner(s) must qualify and be eligible for LGE Membership.

Fees and Charges: The fees and charges set forth in the Commercial Fee Schedule may be assessed against your account(s). We reserve the right to make changes to our fees and other charges from time to time. Where practicable, notice of such changes for your Account will be posted in our branch offices, mailed to your account address, sent electronically, or otherwise made available to you otherwise as required or permitted by law.

Par Value Requirements: You must meet our field of membership requirements and complete payment of one share in your Base Savings account as a prerequisite to membership. The sum of your membership share shall be paid into and retained in your Base Savings or other appropriate account. The par value is not considered available for withdrawal; and does not show in your available balance. The par value can only be withdrawn for payment of your obligations to us and others.

Transaction Limitation on All Accounts: As a member, you may not withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

Principal Address:

LGE Community Credit Union
430 Commerce Park Drive
Marietta, Georgia 30060

Post Office Box:

P.O. Box 1188
Marietta, Georgia 30061-1188

Website:

www.LGEccu.org

Main Number or Toll-Free Number:

770-424-0060 or 1-800-541-8921

*After hours, you may call 1-866-677-7151 to report a lost or stolen Visa Commercial Debit card.



FACTS

WHAT DOES LGE COMMUNITY CREDIT UNION DO WITH YOUR PERSONAL 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 Account Transactions
- Credit History and Credit Scores
- Payment History and Transaction or Loss History

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 LGE Community Credit Union chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information | Does LGE Community Credit Union share? | Can you limit this sharing? |
|--|--|-----------------------------|
| For our everyday business purposes— such as to process your transactions, maintain your accounts(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 | Yes | Yes |
| For our affiliates' everyday business purposes— information about your creditworthiness | No | We Don't Share |
| For our affiliates to market to you | Yes | Yes |
| For nonaffiliates to market to you | No | We Don't Share |

Questions?

Call 1-800-541-8921 or go to www.LGEccu.org

Who we are

Who is providing this notice?

LGE Community Credit Union

What we do

How does LGE Community 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 LGE Community Credit Union collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- provide account information or show your driver's license
- make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies, such as LGE Insurance Services, LLC.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *LGE Community Credit Union does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include investment and insurance companies, such as LGE Investments & Retirement Services (CUSO Financial Services) and Affinion Benefits Group.*

Other important information