

GEORGIA HERITAGE FEDERAL CREDIT UNION  
ESIGN Agreement – Electronic Disclosure and Consent

**PLEASE READ THE FOLLOWING ESIGN AGREEMENT – ELECTRONIC DISCLOSURE AND CONSENT CAREFULLY BEFORE YOU COMPLETE YOUR ACCOUNT OPENING. YOU MAY NOT OPEN YOUR ACCOUNT WITHOUT FIRST ACKNOWLEDGING YOUR ACCEPTANCE OF THIS ESIGN AGREEMENT**

**– ELECTRONIC DISCLOSURE AND CONSENT.**

This notice is to provide you with your rights under the Electronic Signatures in Global and National Commerce Act (ESIGN). To the extent allowed by law, you agree that any communication from Georgia Heritage Federal Credit Union (GHFCU) to you relating to your account(s), including but not limited to, disclosures, notices, statements, agreements, confirmations or other information required to be delivered in writing under applicable law, may be delivered to you by electronic delivery, and that such electronic delivery shall be in lieu of written communication. Your consent for electronic delivery applies to all required disclosures regarding all accounts – including current and future accounts – you have with GHFCU.

Your consent to electronic delivery includes, but is not limited to, the following communications and transactions:

- Online Membership Agreements and Account Opening Disclosures • Periodic Statements (including both loan and share statements)
- Year-End Tax Information
- Change-in-Terms Notices impacting your account(s)
- Annual Notices; such as Electronic Funds Transfers, Billing Rights, and Privacy Notices • Share Certificate Maturity Notices
- Any other legal and regulatory disclosures and communications that we are *permitted* to provide related to your account(s)

Hardware & Software Requirements

In order for you to access, view, print or retain electronic communication in connection with your account(s), your computer system must meet the following requirements:

- An active personnel email account and personnel email address and a personnel cellphone number
- Supported Web browsers include: Firefox, Google Chrome and Safari
- Java & Java Script
- Pop-up blocker disabled for our sites
- Adobe Acrobat reader – for reading documents and saving them, as needed, to your computer system

Requesting Paper Disclosures

You may request paper copies at any time, of any disclosures or other information provided to you by electronic delivery by:

- Writing us at: Georgia Heritage Federal Credit Union  
PO Box 1920  
Savannah, GA 31402
- Calling us at: (912) 236-4400
- Or emailing us at: [member.service@gaheritagefcu.org](mailto:member.service@gaheritagefcu.org)

#### Withdrawal of Consent; Contact Information

You may withdraw consent for electronic delivery of disclosures, but doing so will not affect the legal effectiveness, validity, or enforceability of electronic records that were made available to you prior to the implementation of your withdrawal. To withdraw consent, you must write GHFCU at the address above or use a method that may be available to you on our website. If you withdraw consent for electronic delivery, GHFCU will provide any future required disclosures to you using U.S. mail. If GHFCU determines that an electronic delivery of any disclosure was undeliverable, we may, at our discretion, choose to mail that disclosure to you using U.S. mail. We may, at our option, treat undeliverable disclosures as withdrawal of your consent.

You must inform the credit union whenever your contact information, such as your mailing address, telephone number or email address changes. You may update this information through your online banking profile or by stopping at one of our branches.

#### Confirmation of Consent and Authorization

By checking "I have read and agree to the ESIGN Agreement," I request GHFCU to electronically delivery for my account(s) all disclosures, notices, statements, agreements, or other information required to be delivered in writing under applicable law. I acknowledge and agree to the terms described above, and warrant that I have and will maintain the hardware and software listed above to be able to receive and retain the described disclosures electronically.

**USA PATRIOT ACT NOTICE**  
**Important Information About Procedures**  
**For Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

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

## **ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES**

1. **Purpose of this Agreement.** This Agreement defines your and the Credit Union's rights and responsibilities with respect to transactions. You understand that all agreements and rules and regulations applicable to your accounts and account services and remain in effect and apply to this Agreement, except as specifically modified in this Section. You agree to abide by this Agreement, and all rules, regulations and instructions of the Credit Union and the networks relating to the use of any Card and/or Access Device, as amended, modified or revoked. The Credit Union may not offer all services discussed in this Agreement at this time.
2. **Types of Electronic Funds Transactions.** The Electronic Funds Transactions we are or may be capable of handling in the future are indicated below. Some of these services may not apply to your account(s) and/or some of these services may not be available at all terminals.
  - a. **Automatic Teller Machines (ATMs).** The Credit Union may issue to you an ATM card and Personal Identification Number ("PIN") to be used to make transactions. You can use your ATM card at the Credit Union's ATMs to:
    - i. Withdraw cash from the account(s) designated in your Online Membership Application ("Application").
    - ii. Check the balances in the account(s) designated in your Application (this is called an "inquiry");
    - iii. Transfer funds between the account(s) designated in your Application
  - b. **Debit/Point of Sale Transactions.** If we approve your Application for a POS/ATM Debit, or VISA Check Card, you may use your Card to purchase goods and services at point of sale (POS) terminals designated by the Credit Union and anywhere participating merchants honor your Card. Card purchases will be covered by funds deducted from your primary share draft account. (1) At any POS or other electronic terminal, you may pay for goods and services (or make certain other transfers if the merchant is a financial institution) up to the available balance in your designated checking account and any available credit under your applicable overdraft line-of-credit, and cause that account to be debited for the amount of those purchases. Your available balance in that account will be reduced by the amount of any transaction as soon as the merchant has received authorization from us, even if the documentation evidencing the transaction has not yet been received and processed by us. A merchant is not required to receive prior authorization from us on every transaction. When the documentation has cleared through us, any hold placed on your account for the amount of the purchase or other transactions will be released and your account debited for that amount. NOTE: Cards designated as ATM only may not be used at POS or other non-ATM terminals. (2) If your Account balance is insufficient to cover Card purchases, the Credit Union may treat these purchases as overdraft requests under your overdraft protection plan, or the Credit Union may terminate all services under this Agreement.

- c. **Preauthorized Transfer Services.** You can authorize the following transactions without the use of your ATM card: (1) Payments: You can make payments on your loans with the Credit Union directly from your primary share or primary share draft accounts; (2) Within Credit Union Transfers: You can arrange to transfer funds between your primary share and primary share draft accounts. By separate application, you can arrange to transfer funds from your accounts to the account(s) of other members; (3) Direct Deposits and Payments: You can authorize persons or companies to make direct deposits or withdrawals to or from your share or checking accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payments from your Credit Union accounts through “ACH” or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The Credit Union shall have no responsibility or liability to you for any such transactions. Thus, you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all “ACH” or other electronic transactions, whether evidenced by any type or writing or converted to a written instrument by the other person (and/or their agents). All such transactions are deemed to be authorized by you.
- d. **Telephone Transactions.** If we approve Smart line (audio response) access service for your accounts, you may access your accounts through Smart line Service (audio response) with an access code that we will issue. You must use your Personal Identification and account number to access your accounts. You may use Smart line service to:
  - i. Change your Personal Identification Number.
  - ii. Obtain account information related to any of your share and loan accounts regarding current balance, share draft history, savings dividends, loan interest amounts, payroll and automatic deductions.
  - iii. Make transfers to or from your Primary Share, Deposit, Transaction, or such accounts you have authorized in writing prior to such transfer request.
  - iv. Withdraw funds from share and share draft accounts by check made payable to you and mailed to you at your mailing address.
  - v. Make loan payments from any savings or checking account to any loan account of yours.

Telephone services are provided by our Member Service staff during business hours. Verification of account ownership will be requested before account information is released. To ensure courteous and efficient service, supervisory personnel in our Member Service Department may monitor calls randomly.

- e. **Electronic check conversion -types of transfers** – Your check or information you convey to a third party can result in an electronic funds transfer. This can happen in several ways. For example:
  - i. You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.

- ii. At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event that the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.
  - iii. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.
  - iv. This can also happen when you provide information from your check or an account to another by telephone, Internet or otherwise, who then converts the information given to an electronic transaction, ACH or otherwise.
  - v. You agree that any such transaction is subject to all applicable terms and conditions set forth in this Electronic Transfers Section of your Online Membership Agreement.
- f. **Home Banking (Internet Network Connection).** If we approve the Home and Mobile Banking Service, you may access your accounts through a personal computer (PC) or personal mobile cell phone, under the OnLine and Mobile Banking service with a username that must be at least 4 characters, at least 1 alpha character and contain only alphanumeric characters. And set a password that must meet these complexity rules, at least (8) characters; at least (1) uppercase, at least (1) lowercase, at least (1) number, at least (1) special character and not the same as the username. You must use your username along with your password to access your accounts. You may use the Home and Mobile Banking service to:
  - i. Change your Home or Mobile Banking password.
  - ii. Obtain account information related to any of your share and loan accounts regarding current balance, checking history, savings dividends, loan interest amounts, loan payoff amounts, payroll and automatic deductions.
  - iii. Make transfers to or from your Primary Share, Share Draft/Checking or such accounts you have authorized in writing prior to such transfer request.
  - iv. Make loan payments from any share or share draft account to any loan account of yours.
  - v. Issue third-party payable checks under Bill Payment Service.

**3. General Rules for Using Your Access Devices. You acknowledge and agree to the following:**

- a. Your Access Devices are for personal use only. You agree not to allow another person to use your Access Devices.
- b. You agree not to reveal your PIN/Password(s) to another person and WILL NOT write your PIN/Password(s) on any Access Device. You are responsible for all transactions made by you or anyone else who uses your Access Devices with your knowledge and consent. You are also responsible for unauthorized use of your Access Devices to the full extent allowed by applicable law. In addition, any person other than yourself who uses your Access Devices is responsible for all transactions they make and for all transactions made by others with their permission. This does not limit your own

responsibility. You agree to be responsible to maintain your Access Devices with maximum security.

- c. You authorize the Credit Union to debit/credit your accounts for all transactions as if each transaction were signed by you. Further, you agree that by acceptance or use of your Access Devices the Credit Union is authorized to pay from any account necessary to satisfy any transaction, fee or service charge that results from the use or misuse of your Access Devices.
- d. You acknowledge that your Access Devices remains the Credit Union's property and agree to surrender your Access Devices to the Credit Union or its agent upon demand or through retrieval by any other method.
- e. You agree to use caution when using any ATM or other electronic terminal or device to complete any transaction contemplated by this Agreement. You further agree that the Credit Union shall have no responsibility to you or any user, or be liable for any personal injury or property damage, which may occur as a result of any act before, during or after a transaction or other visit to any ATM or other electronic terminal location. You or any user assume the risk of nighttime use of any ATM or other electronic terminal location or other electronic banking device.
- f. An Access Device may be issued to any member or joint owner of legal age when qualified under the rules, regulations, and by-laws of the Credit Union. Only one Access Device may be issued to each member or joint owner.
- g. If your Access Device is lost or stolen, you agree to notify the Credit Union immediately upon discovery of such loss or theft. Replacement of an Access Device may be issued by us at the cost set forth in the Schedule. You agree to pay the Credit Union the fee in effect at the time for all copies that you request from us.
- h. The Credit Union shall not be responsible for the use or condition of any ATM or other electronic banking terminal or device it does not own. Further, the Credit Union will not be responsible for any failure of an ATM or other electronic banking terminal or device to function except as specifically provided for by law.
- i. The Credit Union reserves the right to add or delete ATM or other electronic terminal location or other electronic banking devices as it deems necessary.
- j. You agree to hold the Credit Union harmless in its pursuit to locate, apprehend, and prosecute unauthorized use of any Access Device issued by the Credit Union, and you agree to assist the Credit Union in these efforts.
- k. The Credit Union reserves the right to make any changes in the daily withdrawal limits it deems necessary.
- l. The Credit Union is not liable for any claims you may have against a merchant, company or other financial institution arising from use of your Access Device.

- m. The Credit Union cannot stop payment on any point-of-sale transaction.
  - n. **Foreign Currency and "Cross-Border Transactions.** Currency Conversion Fee: If you incur a charge in foreign currency, the charge will be converted by VISA® International into a United States dollar amount, using the procedures and the operating regulations in effect at the time the transaction is processed. Those procedures currently provide for either a wholesale market rate or the government-mandated rate in effect one day prior to the processing date, increased by 1%. Because of the fluctuations in foreign currency exchange rates, the conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. **Cross-Border Transaction Fee:** In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.
  - o. You agree that by acceptance or use of an Access Device, or other Electronic Funds Transfer Services the Credit Union is authorized to pay from any account you have, jointly or otherwise, with the Credit Union any amount necessary to satisfy any transaction, fee or service charge that results from your use or misuse of such services.
  - p. Merchants and others who honor the Check Card or related Access Device(s) may give credit for returns and adjustments, and they will do so by initiating a credit with us, and we will credit that amount to your account.
  - q. You understand that you must keep your share and share draft checking account open in order for your Check Card POS services to remain valid. You agree to return all Cards if you close your account(s), or upon our request.
4. **Making ATM Transactions.** Your PIN will allow you to identify yourself when making an ATM transaction. The presentation of your ATM card together with the input of your PIN constitutes your authorization to the Credit Union to make transactions. You agree to follow all instructions for use of ATMs accessible by your ATM card. Difficulties or complaints concerning the use or condition of any ATM should be reported directly to the Credit Union. Security or safety measures should be reported directly to the owner of any ATM not owned by the Credit Union.
5. **Termination and Amendment.** The Credit Union reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any Access Device it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's share account records. It is the obligation of each member to provide new addresses to the Credit Union.



6. **Access Device Revocation.** Any Access Device issued by the Credit Union may be revoked without notice to you in the event that any of the following conditions occur:
- a. Overdrafts occur as a result of insufficient or uncollected funds on an account.
  - b. Any transaction that occurs on your account(s) which results in a monetary loss to the Credit Union.
  - c. Loan, VISA® or other delinquency with the Credit Union.
  - d. Forced closure of a share or share draft account at the Credit Union due to misuse.
  - e. Special balance requirements, if any, are not maintained by the member.
  - f. Any other situation in which the Credit Union deems revocation to be in its best interest.
7. **Transaction Fees.** You are allowed unlimited transactions at any ATM owned by the Credit Union or any Network indicated in the Schedule. You may be charged certain transaction and other fees as set forth in the Schedule, which will be automatically debited from your share or share draft account(s). In addition, an insufficient funds fee will be automatically debited from your share or share draft account(s) for any transaction, which cannot be completed because of insufficient funds in your account. The Credit Union reserves the right to establish and maintain transaction fees and charges, which may be modified from time to time.

If you submit an oral, written or e-mail stop payment request for a preauthorized payment, we will charge you for each such stop payment order the charge for stopping payment identified in the Schedule. If you cancel or change any pending Online Bill Payment by completing the appropriate fields from the Online Bill Pay menu, there will be no charge.

**Note: Owners of non-Credit Union ATMs may charge fees in addition to any fees disclosed in the Schedule. These fees are generally called a “surcharge.” This is not a fee charged by your Credit Union; however, any such fee will be paid from your account(s).**

8. **Service Limitations, Limitation or Frequency and Dollar Amounts of Transactions. Transfer Limitations**
- a. **Limitations Applicable to All Share Accounts.** For share savings accounts, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any statement period. Of these six (6), you may make no more than three (3) transfers to a third party by check, draft, or debit card. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the Automated Clearing House (ACH). There is no limit on the number of transactions you may make in the following manner: (1) transfers to any loan account with the Credit Union; (2) transfers to another Credit Union account or

withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

Further, we may reduce the limit for "point-of-sale" transactions during any interruption in the electronic connection between the Credit Union and the retail outlet. Further, we may at any time limit or reduce the number or dollar amount of transactions when we, in our sole discretion, deem it in the best interest of the Credit Union.

- b. **Card Acceptance.** We do not promise everyone will honor your Card, and we have no obligation to you if anyone refuses to accept your Card. We are not liable if any merchant, bank, financial institution or other party refuses to honor your Card, or otherwise fails to provide any services made available to you by Credit Union.
- c. **POS/Debit/VISA Check Card Purchases.** You may purchase up to \$2,505.00 of goods and services at POS terminals each day. This limit is in addition to any ATM withdrawals. There is no limit on the number of debit card purchase transactions you may make each day. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction if you do not have an approved overdraft protection agreement with us as discussed previously herein, which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.
- d. **ATM Transactions. Withdrawals-** You may withdraw up to \$505.00 in any 24-hour period (if sufficient funds exist in your Account). **Deposits-** Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs

**Transfers-** You may transfer up to the balance in your accounts at the time of the transfer

- e. **Smartline Service (Audio Response).** Your accounts can be accessed under audio response via a touch tone telephone only. Not all push-button telephones are touch-tone. Converters may be purchased for pulse and rotary dial telephones. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, and there are certain limitations on transfers from share accounts. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have

sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single telephone call, however there are certain limitations on transfers from savings accounts, as explained herein. The system will discontinue if no transaction is entered. If you wish to make any further transactions, you will have to call back. The system will also discontinue after three (3) unsuccessful attempts to enter a transaction.

- f. **Home Banking (Internet Network Connection).** You may make Home Banking transactions at any time seven (7) days per week. There may be some down time. You may make fund transfers to your accounts or other accounts you authorize as often as you like, however, there are certain limitations on transfers from share accounts, as discussed herein and above. You may transfer up to the balance in your accounts at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. In addition, our Funds Availability Policy may limit the availability of funds transferred by Home Banking. Account balance and transaction history information may not show all account activity involving your accounts. You may not obtain account information related to accounts other than your accounts to which you have requested a transfer.
- g. **Mobile Banking.** If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to: - Transfer funds from your share accounts. - Obtain balance information for your share and share draft accounts. - Make loan payments from your share and share draft accounts. Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply: - There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.

- h. **Bill Payment Service (Home Banking).** The Credit Union will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. The Credit Union will withdraw the designated funds from your account for bill payment transfer by midnight on the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day on the date you schedule for payment. You must

allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a seven (7) day lead-time prior to your due date. The Credit Union cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service User Instructions, which are incorporated herein by reference. These user instructions may be found on our website, [www.gaheritagefcu.org](http://www.gaheritagefcu.org) under Bill Payment Services.

9. **Data Security for Home Banking.** Home Banking is accessible only over the Internet. To prevent unauthorized access to member account data, the Credit Union employs the Secure Sockets Layer (SSL) protocol. This prevents other computers from eavesdropping by encrypting all data transmitted between the Home Banking server and the client. Members that live in the United States can use browsers that support 128 bit keys. Cracking a 128-bit key would involve trying all 2 to the 128th power combinations.

The Secure Sockets Layer protocol validates the identity of the Home Banking server through the use of a digital certificate. After connecting to the Home Banking server in secure mode, our site sends a signed digital certificate, which contains the name of our Web server, its public encryption key, the certificate's validity dates, the name of the certification authority that issued the digital certificate to our site, and an unforgeable digital signature. The digital certificate authenticates to the client that a connection has indeed been established with the Home Banking server.

The Secure Sockets Layer ensures that the data transmitted between the client and the Home Banking server has not been tampered with through the use of Message Authentication Codes (MACs). This provides a quick way for the receiving end to verify that the data was not changed in route.

## 10. Canceling a Bill Payment Transaction and Your Stop Payment Rights.

### Online Bill Payment Transactions:

**Option One:** Once you set up a payment, you can revise the amount or the due date online, before the transaction date. You may contact us at 912-236-4400 during normal business hours to cancel a payment.

**Option Two:** You may cancel or change a scheduled Online Bill Payment by selecting and accurately completing the appropriate fields from the Online Bill Pay menu. Any instruction to cancel or change an Online Bill Payment must be made before the business day the transaction is to be processed. If you do not accurately complete the appropriate instructions prior to that time, we may process the transaction.

### Preauthorized Transactions:

If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union in writing in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may

require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. This means that the preauthorized payment and future preauthorized payments to the payee you identify may be paid by us from your account(s) after the 14th day.

If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.

**E-Check:** When any party converts any check, using the information on the paper via any means to send an electronic message to us, such message is an order by you to immediately take the money from your account. You cannot stop payment of an E-Check transaction, because it is already done.

**Other Transactions:**

Other transactions hereunder are considered contemporaneous. Therefore, you have no right and we have no obligation to stop or to attempt to stop any other transactions.

**11. Right to Documentation.**

- a. Terminal Transactions. You can get a receipt at the time you make any transfer to or from your account using any automatic teller machine or a point-of-sale terminal, provided the transaction is not \$15.00 or less.
- 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 or write us at the telephone number or address listed in the 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, Telephone/Smartline, Home Banking or debit card purchase will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. The following comments will appear on the periodic statement of both the sender AND the receiver of funds: (1) The dollar amount of transferred funds; (2) The account number that funds were transferred from and into; (3) The names of the sender and receiver of the funds. No other account information will be exchanged.

12. **Notice When Amount of Preauthorized Payment(s) Vary.** If you preauthorize the Credit Union to make payments to persons or companies other than the Credit Union that vary in amount, then the person or company you are going to pay has the obligation to notify you ten (10) days before each such payment is due and how much it will be. (When required, you must fill out an

appropriate agreement with the Credit Union authorizing such payments, the terms of which are incorporated herein). You may choose instead to get this notice only when the payment differs by more than a certain amount from the previous payment, or the amount falls outside certain limits that you set.

**13. 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:

- a. You do not have enough money in your account to make the transaction through no fault of ours.
- b. The transaction goes over the credit limit on your overdraft line.
- c. The terminal where you were making the transaction does not have enough cash.
- d. The ATM terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
- e. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
- f. You have not properly followed instructions for operation of the ATM or system.
- g. The funds in your account are subject to legal process or other similar encumbrance.
- h. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
- i. 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.

**14. Information Disclosure.** We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.

**15. Business Day Disclosure.** Our business days are set forth in the Schedule.

**16. In Case of Errors or Questions About Transactions.** In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed in either section E, Membership Liability, or at the end of this disclosure, as soon as you can. (For any errors involving a line of credit account, you must review your Loan Agreement and Disclosure and/or VISA Credit Card Agreement for a description of your rights.) We must hear

from you no later than sixty (60) days after we sent the first statement on which the problem appears. You should provide the following information:

- a. Tell us your name and account number.
- b. Describe the transfer you are unsure about, and include to the extent possible, the type and date and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days, at P. O. Box 1920, Savannah, GA 31402.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one (1) business day after determining that an error occurred.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you, within two (2) business days, after providing the provisional credit, with the amount you think is in error, and the date, so that you will have the use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one (1) business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).

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 or question. 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® Check Card Transactions**

If you believe a Visa® Check Card transaction was unauthorized, we will re-credit your account within five business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received 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.

17. **Your Liability for Unauthorized Transaction.** Tell us AT ONCE if you believe your Access Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. 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.

Special Notice to VISA Check Cardholders. If there is an unauthorized use of your VISA Check Card or an Internet transaction, and the transaction takes place on the VISA network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to either VISA commercial cards or ATM cash disbursements. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

For all other EFT transactions that require the use of a PIN or Access Code, if you tell us within two (2) business days, you can lose no more than \$50 if someone uses your card and PIN or Access Code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card, PIN or Access Code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could lose as much as \$500. In no event will you be liable for more than \$50 for any unauthorized line of credit transaction.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Card or Access Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must call us at 912-236-4400 or 1-800-442-8877 or write us at P. O. Box 1920, Savannah, GA 31402.

If a good reason (such as extended travel or hospitalization) kept you from telling us, we may extend these time periods.

#### **18. Reporting a Lost Card or 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 the Credit Union or write us at the telephone number or address listed in this above. If you recover your Card after you have notified us, DO NOT USE IT





### Account Related Fees

Account Reconciliation/Research Fee - per hour, minimum 1 hour .....	\$25.00
Bad Address Fee - Returned Mail .....	\$10.00
Bill Payment & Online/Mobile Banking .....	FREE
Christmas Club Early Withdrawal Fee - per withdrawal .....	\$10.00
Early Account Closure Fee - if closed within 3 months of opening .....	\$10.00
Inactive Account Fee - per month after no activity for one year. Share account balance of \$500 or greater, or if less than 18 years of age, no fee applied. ....	\$5.00
IRA Savings & IRA Certificate Withdrawal Fee - First 4 per year FREE, then per withdrawal after .....	\$10.00
Money Market Low Balance Fee - Requires a \$2,500 minimum average daily balance, if not met .....	\$15.00
Stop Payment Fee - Draft, ACH, or Official Check .....	\$33.00

### Card Related Fees (ATM/Debit Cards)

Non-Sufficient Funds (NSF) Fee - PAID ATM/Debit Card - (Opt-In Required for ATM/One-Time Debit Items) .....	\$33.00
ATM - Foreign Transactions Fee (Non-GHFCU) and Foreign Inquiry Fee, per Transaction:	
○ Premium Checking - 1st two free each month, with Direct Deposit and e-statement; fee applies thereafter .....	\$2.00
○ Advantage Checking .....	\$2.00
○ Easy Checking .....	\$2.00
○ Freedom Checking .....	\$2.00
○ Savings .....	\$2.00
ATM/Debit Card Replacement Fee .....	\$10.00
Bad Address Fee - Returned Cards (ATM/Debit Cards) .....	\$15.00

### Checking Account Related Fees

Check Copy Fee .....	\$3.00
Check Printing Fee .....	Check Costs Vary by Style
Counter Checks Fee - 3 sheets free at checking account opening, per sheet charge thereafter .....	\$1.00 per sheet of 4
Monthly Service Fee Checking Accounts:	
○ Premium Checking - FREE with a minimum average daily balance of \$4,000 if not .....	\$4.95
○ Advantage Checking .....	\$7.95
○ Easy Checking - FREE with Direct Deposit and e-statement, if not .....	\$2.00
○ Freedom Checking (minors only age 13-17) .....	FREE

### Collections Related Fees

Account Requalification Fee (after non-favorable closure) .....	\$10.00
Charge Off Processing Fee .....	\$25.00
Repossession Processing Fee .....	\$50.00

### Other Fees

Check Cashing Fee - per check cashed. Waived with existing minimum aggregate account OR loan balances of \$200, or when an additional CU product is actively being used. ....	\$5.00
Collection Item Fee (Incoming) .....	\$10.00
Collection Item Fee (Outgoing) .....	\$25.00
Dormant Account/Escheat Fee - after there has been no transaction or contact with account owner for 5 years .....	\$75.00

### Other Fees (continued)

Fax Service Fee - per page .....	\$1.00
Levies, Garnishments, and Legal Proceedings Processing Fee .....	\$75.00
Money Order Fee - per money order .....	\$5.00
Mortgage Verification Fee .....	\$30.00
Notary Services for Members .....	FREE
Official Check Fee - per check .....	\$5.00
Payment Processing Fees - Pre-Authorized Withdrawals from Non-GHFCU Savings/Checking Account or Debit Card:	
○ Telephone - with Personal Representative .....	\$25.00
○ Web Initiated .....	\$4.95
Photocopy Fee - per page .....	\$1.00
Shared Branching Transactions .....	FREE
Statement Copy Fee - per each copy .....	\$5.00

### Overdraft Fees - (Items PAID)

Non-Sufficient Funds (NSF) Fee - PAID Draft/ACH Items .....	\$33.00
Overdraft Fee - Per Transfer from Another Deposit Account for Draft/ACH or ATM/Debit Card items:	
○ All Checking Accounts .....	\$7.00

### Returned Item Fees - (Items RETURNED)

BILL PAY Return Fee - Electronic .....	\$7.00
BILL PAY Return Fee - Paper Check Mailed .....	\$15.00
Non-Sufficient Funds (NSF) Fee - UNPAID Draft/ACH Items .....	\$33.00
Return Item Fee - per item unpaid by the institution upon which item is drawn;	
1st party and 3rd party .....	\$33.00
Web or Phone Initiated Payment Return Fee .....	\$43.00

### Safe Deposit Box Fees

3X5 Box Annual Fee .....	\$35.00
3X10 Box Annual Fee .....	\$55.00
5X10 Box Annual Fee .....	\$75.00
10X10 Box Annual Fee .....	\$100.00
Safe Deposit Box Drilling Fee .....	Market cost up to \$250.00
Safe Deposit Box Key Replacement Fee .....	\$30.00
Safe Deposit Box Late Fee (Annual) - after 30 days delinquent .....	\$15.00

### Wire Transfer Fees

Returned Wire Fee (Domestic or International) .....	\$10.00
Wire Transfer Fee - Incoming Domestic, per Wire .....	\$12.00
Wire Transfer Fee - Incoming International, per Wire .....	\$35.00
Wire Transfer Fee - Outgoing Domestic, per Wire .....	\$25.00
Wire Transfer Fee - Outgoing International, per Wire .....	\$50.00

## TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES

*Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.*

**1. RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Primary Savings, Secondary Savings, E-Accounts, Heritage Checking, and Secured Visa Savings accounts, the dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. For Christmas Club accounts, the dividend rate and annual percentage yield may change annually as determined by the Credit Union's Board of Directors. For Money Market Plus, IRA Savings, and Premier Checking accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date which is set forth in the Rate Schedule. The Primary Savings account is a Tiered Rate account. If your average daily balance is from \$100.00 to \$2,499.99, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. If your average daily balance is \$2,500.00 or greater, the second dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance in the account. The Money Market Plus account is a tiered rate account. If your average daily balance is from \$2,500.00 to \$9,999.99, the first dividend rate and annual percentage yield listed for this account will apply. If your average daily balance is from \$10,000.00 to \$24,999.99, the second dividend rate and annual percentage yield listed for this account will apply. If your average daily balance is \$25,000.00 or greater the third dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield will apply to the full balance of your account. The IRA Savings account is a tiered rate account. If your average daily balance is from \$500.00 to \$9,999.99, the first dividend rate and annual percentage yield listed for this account will apply. If your average daily balance is from \$10,000.00 to \$49,999.99, the second dividend rate and annual percentage yield listed for this account will apply. If your average daily balance is \$50,000.00 or greater the third dividend rate and annual percentage yield listed for this account will apply. Once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account. The Premier Checking account is a Tiered Rate account. If your Average Daily Balance is from \$2,500.00 to \$24,999.99, the first Dividend Rate and Annual Percentage Yield listed for this account will apply. If your Average Daily Balance is from \$25,000.00 to \$99,999.99, the second Dividend Rate and Annual Percentage Yield listed for this account will apply. If your Average Daily Balance is from \$100,000.00 or greater, the third Dividend Rate and Annual Percentage Yield listed for this account will apply. Once a particular range is met, the Dividend Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account. \*The E-Account account is a Tiered Rate account. If your Daily Balance is \$500.00 or below and you meet all of the following minimum service requirements during the qualification period, the first Dividend Rate and Annual Percentage Yield listed for this account in the Rate Schedule will apply for the dividend period: 1)

Home banking and valid email address; 2) 15 signature based debit transactions per month; and 3) you receive your monthly statement electronically. If your balance is greater than \$500.00 and you meet all of the minimum service requirements, the second Dividend Rate and range of Annual Percentage Yields listed for this account will apply for the dividend period. Each Dividend Rate will apply only to that portion of the account balance within each balance range. If you do not meet all of the minimum service requirements during the qualification period, the third Dividend Rate and Annual Percentage Yield listed for this account will apply to the entire balance in the account. For E-Account accounts, the qualification period is defined as a period beginning on the last business day of the prior month and continuing through the next-to-last business day of the month in which the dividends are paid.

**2. NATURE OF DIVIDENDS** — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.

**3. DIVIDEND COMPOUNDING AND CREDITING** — The compounding and crediting of dividends and dividend period applicable to each account are set forth in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. For Christmas Club accounts, the dividend period is annual. For example, the dividend period begins on November 1 and ends on October 31. All other dividend periods follow this same pattern.

**4. ACCRUAL OF DIVIDENDS** — For all earning accounts listed, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid. However, for Christmas Club accounts, any accrued dividends will be paid if you close the account within seven (7) days of the date you open it.

**5. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Primary Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Heritage Checking, Premier Checking, and Money Market Plus accounts, there is a minimum average daily balance required to avoid a service fee for the dividend period. If the minimum average daily balance is not met, there will be a service fee as set forth in the Fee Schedule. For Primary Savings, Money Market, Premier Checking, and IRA accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum average daily balance is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For all accounts using an average daily balance method, dividends are calculated by applying a periodic rate to the average daily balance in the account for the period. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

**6. ACCOUNT LIMITATIONS** — For Christmas Club accounts, the entire balance will be transferred to your savings account on the third Thursday in October and your account will remain open. If you make a withdrawal at any other time, you may be charged a fee as disclosed in the Fee Schedule. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. For Secured Visa® Savings accounts, withdrawals are not

allowed with the exception of dividends earned and the account will be closed if the Visa credit card is closed or transferred to a regular Visa Platinum card. For all Checking accounts, no account limitations apply. For all accounts, funds deposited may not be immediately available for withdrawal. For Savings, Money Market Plus, IRA Savings, Phoenix Checking accounts, no account limitations apply.

**7. Fees for Overdrawing Accounts** — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

"The Membership Agreement and/or Rate and Fee Schedule is subject to the terms and conditions set forth in this addendum, which is made a part of this Agreement and or Schedule by reference"

## **FUNDS AVAILABILITY DISCLOSURE -WHEN YOUR FUNDS ARE AVAILABLE FOR WITHDRAWAL**

### **PURPOSE**

The purpose of this disclosure is to describe Georgia Heritage Federal Credit Union's check hold policy for transaction accounts. The Credit Union's objective is to make funds available as expeditiously as good business practices mandate.

### **GUIDELINES**

This Disclosure applies to all "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your accounts are covered by these rules. Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

Funds "availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash 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 the funds are available to you, we may charge a fee for this.

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**

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 a deposit is made at a staffed teller station during any working day before closing on a day the Credit Union is open, the Credit Union will consider that day to be the day of deposit. If a deposit is made after closing or on a day the Credit Union is closed, the Credit Union will consider that the deposit was made on the next business day the Credit Union is open. If you make a deposit at a Georgia Heritage FCU owned ATM before 6:00 p.m. (local time) on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM on or after 6:00 p.m. (local time) or on a day we are not opened, we will consider the deposit to be made on the next business day we are opened. If you make a deposit at an ATM machine identified as ours, your deposit will generally be available on the first business day after the date of deposit.

#### **1. Same-Day Availability**

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

- All electronic payments, such as direct deposits and wire transfers.
- Checks drawn on the Credit Union, if funds are available in the account.
- Cash deposits (if made in person to an employee of ours)
- U.S. Treasury checks made payable to the account holder.

#### **2. Next-Day Availability**

Funds from government checks are available the first day after the day of deposit as long as the check is made payable to the account holder. If the check is not made to the account holder, then a two-day waiting period will apply.

If the deposit is made in person to one of the Credit Union's tellers, funds from the following items are also available on the first business day after the day of deposit:

- Cashier's checks, certified checks, and teller checks that are made payable to the account holder.

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- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. postal money orders, if these items are payable to the depositor.

If the deposit is not made in person to one of the Credit Union's tellers (for example, if the deposit is made through the mail, at an ATM or at a night depository), funds from these deposits will be available on the second business day after the day of deposit.

The Credit Union will make the first \$225 from the deposit of a check available on the first business day after the day of the deposit. The remaining funds from the check will be available on the second business day after the day of the deposit.

Cash and wire transfer deposits are subject to the **New Accounts Rules** and the \$225 availability is subject to the rule in the section titled **Longer Delays May Apply**.

### **3. Safeguard Exceptions-Longer Holds May Apply**

Availability may be delayed for longer periods under the following circumstances:

- The Credit Union believes a check will not be paid.
- Deposited checks total more than \$5,525 on one day.
- You redeposit a check that has been returned unpaid.
- An account has been overdrawn six times or more in the last six months
- Emergencies, such as failure of communications or computer equipment.

The Credit Union will notify affected members if the Credit Union delays their ability to withdraw funds for any of these reasons. The Credit Union will tell affected members when the funds will be available, which generally will be no later than the seventh business day after the day of deposit.

### **4. New Account Rules-Longer Holds May Apply**

If you are a new member, the following special rules will apply during the first 30 days your account is open. An account is not new if you have had another transaction account at the Credit Union for more than 30 days. Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on U.S. Bank), 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. The excess over \$5,525 will be available on 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 \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to nine business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

### **5. Holds on Other Funds**

If the Credit Union cashes a check drawn on another bank we may withhold the availability of a corresponding amount of funds on deposit in any account you have with the Credit Union. Held funds will be available at the time the check would have been available if you had deposited it.

### **6. When the Credit Union Will Pay Interest on Deposits**

The Credit Union will begin to accrue interest on deposits to interest-bearing accounts on the day the Credit Union receives the deposit. Deposits are considered deposited on the same day when received at a teller station. They are considered deposited when they are removed from night depositories, lock boxes, and

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ATMs. When deposits are sent through the mail, they are considered deposited when received by the Credit Union.

All Credit Union employees with duties that involve the requirements of Regulation CC will be trained by the compliance officer annually and will have written procedures in their department regarding the provisions that relate to their job duties.

## **7. Cash Withdrawals**

We may extend by one business day the time that funds deposited in an account are available for withdrawal by cash or similar means. Similar means include electronic payment, issuance of a cashier's or teller's check, or certification of a check, or other irrevocable commitment to pay. However, we must make \$450 of these funds available for withdrawal by cash or similar means not later than 5:00 p.m. on the business day on which the funds would normally be available to pay checks. This \$450 is in addition to the \$225 that must be available for withdrawal the next day.

## FACTS

### WHAT DOES GEORGIA HERITAGE FEDERAL 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 income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our member, we continue to share your information as described in this notice.

#### How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons Georgia Heritage FCU can share your personal information, whether we share this information and whether you can limit this sharing.

Reasons we can share your personal information	Does Georgia Heritage FCU share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We do not share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We do not share
<b>For our affiliates to market to you</b>	No	We do not share
<b>For nonaffiliates to market to you</b>	Yes	Yes

#### Questions?

Call 912-236-4400 or 800-442-8877 or go to [www.gaheritagefcu.org](http://www.gaheritagefcu.org)

## What we do

<b>How does Georgia Heritage FCU protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and buildings.</p> <p>We protect your personal non-public information by insuring that only employees who have a business reason for knowing your information have access to it.</p>
<b>How does Georgia Heritage FCU collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or deposit money</li> <li>■ pay your bills or apply for a loan</li> <li>■ use your credit or debit card</li> </ul> <p>We also collect information about you from others, such as credit bureaus, affiliates or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Georgia Heritage FCU has no affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Nonaffiliates we share with can include companies such as mortgage companies, insurance companies, direct marketing companies, and nonprofit organizations.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include CUNA Mutual.</i></li> </ul>

## Other important information

Notices and "Joint Relationships." We will provide notices to the member listed first on any application or agreement with us. The notice will be mailed to the address noted for said person on the account. If member has agreed to receive notices and disclosures electronically, then we can send all such notices to the e-mail address provided by member; or post or give notice by providing a link or using other electronic methods authorized under applicable laws or regulations. All joint owners, borrowers and guarantors agree to the receipt of any notice sent according to this paragraph.

Modification. The Credit Union reserves the right to modify, change or amend this Privacy Policy and Agreement at any time without notice other than is expressly required by applicable law.

What members can do to help. Protect your account numbers, card numbers, PINs and passwords. Never keep your PIN with your debit or credit card. Use caution in revealing account information to other persons. If a caller tells you he/she is calling you on behalf of the credit union and asks for your account number, you should beware. Credit union staff already has access to that information. If we detect fraudulent use of your account we will attempt to contact you. If your address or phone number changes, please notify us.

Protecting Children. We do not knowingly solicit or collect data from children and we do not knowingly market to children online. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents.

For Alaska, California, Illinois, Maryland and North Dakota Members. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. For Massachusetts, Mississippi and New Jersey Members. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization. For Vermont Members. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization.

GEORGIA HERITAGE FEDERAL CREDIT UNION  
**ONLINE MEMBERSHIP APPLICATION AND ACCOUNT AGREEMENT**

This Agreement covers your rights and responsibilities concerning your membership accounts and the rights and responsibilities of Georgia Heritage Federal Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Membership Card, Membership Change Card, or any other membership opening document (Membership Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "membership account" means any one (1) or more share or other membership accounts you have with the Credit Union. Your membership account type(s) and ownership features are designated by you on your Membership Card or through the Credit Union's online application and authentication process. By signing an Account Membership Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Membership Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

1. **MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you must meet the membership account requirements, including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws. You authorize us to check your membership account, credit and employment history, and obtain reports from third parties, including credit-reporting agencies, to verify your eligibility for the membership accounts and services you request.
2. **INDIVIDUAL ACCOUNTS** - An individual membership account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the membership account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the membership account owner, and subject to our statutory lien rights.
3. **JOINT ACCOUNTS** - A joint membership account is an account owned by two (2) or more persons.
  - a. **A joint owner** will be allowed on the checking account only if the regular savings account has the same joint owner. If the joint owner is under 18 years of age, the primary owner must accept responsibility for the account. The joint owner must be approved through the Chex System Qualifile and meet credit scoring requirements for checking account type.
  - b. **Rights of Survivorship.** Unless otherwise stated on the Membership Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one (1) owner dies, all sums in the membership account will pass to the surviving owner(s). For a joint membership account without rights of survivorship, the deceased owner's interest passes to his or her estate. A deceased owner subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge grants a surviving owner's interest, even if a surviving owner did not consent to it.
  - c. **Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other membership account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an membership account. If we receive



written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the membership account and require a court order or written consent from all owners in order to act.

- d. **Joint Account Owner Liability.** If an item deposited in a joint membership account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any membership account owner is indebted to us, we may enforce our rights against any membership account of the indebted owner, including all funds in the joint membership account, regardless of who contributed the funds.

4. **POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) membership account or trust account designation is an instruction to the Credit Union that an individual or joint membership account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last membership account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last membership account owner, if there is more than one (1) surviving beneficiary/payee, the membership account is owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any membership account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to a membership account held on behalf of or in the name of a trust.
5. **ACCOUNTS FOR MINORS** - We may require any membership account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an membership account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the membership account status when the minor reaches the age of majority unless all membership account owners authorize the change in writing.
6. **UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT** - A Uniform Transfers/Gifts to Minors Membership Account (UTMA/UGMA) is an individual membership account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the membership account. The custodian has possession and control of the minor membership account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the membership account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.
7. **AGENCY DESIGNATION ON AN ACCOUNT** - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.
8. **DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibilities until we receive them. We reserve the right to refuse or to return any deposit.
  - a. **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if all payees do not endorse them. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to

either or both, we may process the check, draft, or item as though it is payable to either person. If insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1 1/2 inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

- b. **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.
- c. **Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," and "void after 60 days." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.
- d. **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
- e. **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
- f. **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

## 9. ACCOUNT ACCESS –

- a. **Authorized Signature.** Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if an unauthorized person made it. You authorize us to honor transactions initiated by a third person to which you have given your account information, even if you do not authorize a particular transaction.

- b. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.
- c. **Credit Union Examination.** We may disregard any information on any check or draft other than the signature of the drawer, the amount, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. **FUND TRANSFERS** - Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies, of which we have notified you, are commercially reasonable verification of payment orders and other electronic fund transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers. If we conduct a remittance transfer(s) on your behalf acting as a remittance transfer provider, 12 C.F.R. parts 1005 will govern such transactions, subpart B-Requirements for remittance transfers. A "remittance transfer" is an electronic transfer of funds of more than \$5.00, which is

requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

11. **ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. **TRANSACTION LIMITATIONS** –

- a. **Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy. We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals.
- b. **Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. **CERTIFICATE ACCOUNTS** - Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

14. **OVERDRAFTS** –

- a. **Payment of Overdrafts.** If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item. If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from other another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay

them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

- b. **Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

**15. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

#### **16. STOP PAYMENT ORDERS –**

- a. **Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.
- b. **Duration of Order.** Oral stop payment orders for check or drafts will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.
- c. **Liability.** Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**17. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond

our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. **CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.
19. **REMOTELY CREATED CHECKS OR DRAFTS** - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.
20. **PLEDGE/STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

**Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law.** If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

21. **LEGAL PROCESS** - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

22. **ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. **NOTICES -**

- a. **Name or Address Changes.** You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.
- b. **Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.
- c. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.
- d. **Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. **TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

25. **STATEMENTS –**

- a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.
- b. **Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a



manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

26. **Notice to Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.
27. **INACTIVE ACCOUNTS** - If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable 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 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.
28. **SPECIAL ACCOUNT INSTRUCTIONS** - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that a signed Account Change Card or other document, which evidences a change to an account and accepted by us, evidence account changes requested by you, or any account owner, such as adding or closing an account or service.
29. **TERMINATION OF ACCOUNT** - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.
30. **TERMINATION OF MEMBERSHIP** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.
31. **DEATH OF ACCOUNT OWNER** - We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten

(10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

32. **UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.
33. **SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
34. **ENFORCEMENT** - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.
35. **GOVERNING LAW** - This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.
36. **NEGATIVE INFORMATION NOTICE** - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.



Post Office Box 1920      912-236-4400 • 800 442-8877  
Savannah, Georgia 31402      912-629-4055 (Fax)

## VISA® Check Card/ATM Card Services Agreement

### Debit Card Services Agreement

This agreement contains important information. Please retain for future reference. Georgia Heritage Federal Credit Union ("Credit Union") has, on your request, issued you, or will issue you, an ATM Card(s) and/or VISA Check Card(s) as convenience for use in automatic teller machines and other electronic devices. By retaining, using and/or by authorizing another person to use my Card(s), I accept and agree to all terms and conditions outlined below and am bound by all rules, regulations, disclosures, and/or operating procedures of the Credit Union and the Membership and Account Agreement; and I shall be liable for all of my Card(s) in connection with the service.

Transactions on your account may also be governed by agreements with third parties such as NACHA's (The National Automated Clearing House Association) Operating Rules and VISA or MasterCard's Operating Rules which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

1. The words "I", "me", and "my" as used in this Agreement mean the cardholder or both cardholders if this is a joint account.

2. The ATM Card(s) and/or the VISA Check Card(s) is a debit card, not a credit card. All cards are the property of the Credit Union which may, without liability or advance notice, remove, change or limit any or all card use or daily limits in this Agreement. Upon demand, I will surrender my ATM Card(s) and/or VISA Check Card(s) to the Credit Union. The ATM Card(s) and/or VISA Check Card(s) are not transferable.

3. I will hold in strict confidence my personal identification number(s) (PIN(s)). I will take reasonable precautions to keep my PIN(s) separate from my ATM Card(s) and/or VISA Check Card(s) to prevent the unauthorized disclosure of my PIN(s).

3. a. Inappropriate Transactions. You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

4. My ATM Card(s) and/or VISA Check Card(s) may be used for cash withdrawals from my Credit Union Checking and/or Savings accounts at all automated teller machines (ATM) authorized by the Credit Union. My ATM Card(s) and/or my VISA Check Card(s) may also be used for cash withdrawals at such ATMs as may be specifically identified by the Credit Union from time to time. My VISA Check Card(s) may be used for purchases from my Credit Union Checking Account only at merchant locations that accept VISA for payment.

5. I will notify the Credit Union immediately of the loss, theft, or unauthorized use of my VISA Check Card(s) and/or ATM Card(s) and/or my PIN(s). When the Credit Union receives this information from me, a partial freeze will be placed on my account immediately and no withdrawals from this account will be permitted by use of the identified VISA Check Card(s) and/or ATM Card(s) and/or PIN(s). Upon proper execution of a lost card affidavit and any other document required, the Credit Union will issue a new VISA Check Card(s) and/or ATM Card(s).

6. A receipt issued to you regarding an attempted electronic funds transfer shall be evidence of, but shall not be conclusive evidence of same. (The transfer and/or transaction is subject to collection, verification or audit by the Credit Union and also shall be subject to your compliance with all of the terms and conditions of this Agreement and with the terms and conditions of the account being accessed or affected by such attempted transfer and/or transaction).

7. The Credit Union will not be liable for failure to honor my ATM Card(s) and/or VISA Check Card(s) due to improper use, rejection of my ATM Card(s) by any ATM Network, my bankruptcy or termination of this Agreement. The Credit Union shall not be liable for failure to honor my ATM Card(s) and/or VISA Check Card(s) because the Credit Union or its agent inadvertently identified me and/or my account by name and/or account number or otherwise, on any "Cancellation Bulletin," "Fraud Sheet" or other written publication, or publishing same orally as being delinquent, in arrears, in default, being used without my permission or without the Credit Union's permission, or that the card is stolen, lost, revoked, expired, canceled, or terminated. The Credit Union will not be liable if circumstances beyond its control (such as fire or flood or other extenuating circumstances) prevent the transaction(s), despite reasonable precautions, from being completed; or if the Credit Union has, because of my default, exercised its rights against funds in my account pursuant to a pledge, a right of offset or a statutory lien. Transactions made after the close of normal business hours may be posted as of the next business day. The Credit Union will also be excused from such liability if I fail to observe the terms and conditions of this Agreement, or other account agreements which relate to such "electronic funds transfer" or any act outside the control of the Credit Union.

8. The number and location of the ATMs or number and location of merchants accepting VISA are subject to change at any time. If I have a VISA Check Card(s) and/or ATM Card(s) and/or PIN(s), the Credit Union will make available from time to time the locations of the ATMs.

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9. I will promptly examine the Credit Union's periodic statements of account and will promptly notify the Credit Union of any errors or irregularities.

10. I agree to advise the Credit Union promptly in writing of any change of address. Mail addressed to me at my address of record with the Credit Union shall be deemed to be properly addressed.

11. All notices from the Credit Union will be effective from the time the Credit Union gives them to me or mails them to me at the address the Credit Union has for me in the Credit Union's records. Unless separate notices are required by law, notice given or mailed to one cardholder is effective as to the other cardholder(s).

12. If I obtain cash from an ATM or any Network ATM or obtain purchase/withdrawals with my VISA Check Card(s) which creates an overdraft in my checking account, a transfer may be made from my regular savings account(s) or other savings accounts to cover the overdraft in accordance with my Checking Account Agreement with the Credit Union. A service charge will be levied in accordance with the rate schedules adopted by the Credit Union from time to time.

13. If the Credit Union has to file a lawsuit to collect what I owe, I will pay the reasonable expenses, including 15% of the amount due as attorney's fees.

14. I can terminate this Agreement either by closing my designated account(s) or by notifying the Credit Union in writing and no longer using my VISA Check Card(s) and/or ATM Card(s) or PIN(s) at any ATM or Network ATM. If more than one person is authorized to use Credit Union services on my designated accounts, or if the other person has my VISA Check Card(s) and/or ATM Card(s) and PIN(s), the Credit Union cannot stop that person from making transactions on my account(s) without terminating my debit card services. I agree to allow the Credit Union until midnight of its next business day to terminate my Debit Card Services (refers to all transactions preformed by the ATM Card(s) and/or VISA Check Card(s)) after I give the Credit Union notice. I remain responsible for any transactions during this time, subject to any limitations set forth in any governing law. I understand that if this Agreement is terminated by one cardholder as provided herein, the Agreement is terminated as to all cardholders.

15. The Credit Union can also terminate this Agreement at any time for any reason and without notice. For instance, the Credit Union may decide to discontinue Debit Card Services entirely, or terminate my debit card privileges for security reasons, or if I do not use my VISA Check Card(s) and/or ATM Card(s) and PIN(s) within a reasonable length of time, terminate my Debit Card privileges for that reason. Any termination of this Agreement will not relieve me of any liability under said Agreement. Any firm, institution and/or merchant honoring the VISA Check Card(s) or ATM Card(s) has the right to retain or request the surrender of any revoked, canceled or expired card.

16. The Credit Union may amend this Agreement in any manner and at any time without restatement of the terms herein. For example, the Credit Union may impose charges for Debit Card transactions, a monetary limit on cash withdrawals made with my ATM Card(s) and/or monetary limit on purchases/withdrawals made with my VISA Check Card(s) within a single day and any such other restrictions in the future as the Credit Union deems reasonable. If the Credit Union does so, the Credit Union will give me such advance notice thereof as it deems to be reasonable under the circumstances; however, in certain cases required by law, the Credit Union will give me at least twenty-one (21) days advance notice. In the event the Credit Union determines that any immediate change is necessary to maintain or restore the security of either the ATM system and/or VISA Check Card system or any account, then the Credit Union may make the necessary change without advising me in advance. I agree to pay any and all charges imposed by the Credit Union.

17. All the terms and conditions of written Agreement which I have previously made with the Credit Union regarding the use of my Checking Accounts will apply to all transactions in which my VISA Check Card(s) and/or ATM Card(s) and an ATM are used, unless any terms of the Draft Agreement conflicts with the terms of this Agreement, in which case, the terms of this Agreement will control.

18. The provisions of the attached Disclosure are part of this Agreement and are binding on me and the Credit Union.

19. The Credit Union can delay enforcing any of its rights against me under the Agreement without losing them.

20. Any questions under this Agreement will be decided by Georgia Law. If any term of this Agreement cannot be legally enforced, the Agreement is to be considered changed to the extent necessary to comply with the law.

21. You warrant and agree that your VISA Check Card(s) will not be used to make or facilitate any illegal transactions(s) as determined by applicable law; and that any such use including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

**Temporary Holds and Authorizations for Amounts in Excess of Transactions.** To facilitate certain electronic transactions you make we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or more; and are generally imposed by the transaction networks that process your payment requests. 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. This is deemed to be an "authorized amount" by you and the authorized amount will not be available via your account for 36 hours or more after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods. In order to avoid problems associated with these holds and authorizations, we recommend you not use your debit/check card when checking in at hotels or renting cars (which are the primary source of such holds/authorizations). Note: Using your debit card to settle your bill at departure should not subject you to these risks.

## ELECTRONIC FUNDS TRANSFER

### Regulation E Disclosure

Electronic Funds Transfers (EFT) includes the use of your Credit Union ATM Card(s), Smartline Audio Response, VISA Check Card(s) and your Credit Union account. EFT is an electronic transfer of funds into or out of your account which is not initiated by paper. By using your Card or Personal Identification Number(s) (PIN(s)) or authorizing the Credit Union to accept electronic

deposits or pay preauthorized transfers for your account, you agree to be bound by the terms and conditions of the Disclosure and the Membership and Account Agreement.

**LIABILITY FOR UNAUTHORIZED TRANSACTIONS.** Notify us at once if you believe that your ATM Card(s) and/or VISA Check Card(s) or PIN(s) have been lost or stolen. Telephoning is the best way to minimize your losses. Should you elect to notify the credit union by telephone, you must also put your request in writing so that it is received by the Credit Union no more than ten (10) days after the original call.

If your statement shows transactions you did not make, notify the Credit Union at once. If you do not notify us with (10) ten days after we mailed the statement to you, you may not get back any funds you lost after that time, if we can prove that we could have stopped someone from taking the funds had you told us in time.

**REPORTING LOST OR STOLEN CARD(S) OR PIN(S).** If you believe that your ATM Card(s) and/or VISA Check Card(s) or PIN(s) have been lost or stolen or that someone has taken or may take funds from your account without your permission, call us at (912) 236-4400 or (800) 442-8877 or write us at PO Box 1920, Savannah, GA 31402.

**DOCUMENTATION OF TRANSACTIONS.** Each electronic funds transfer will be detailed on your statement. You may call us at (912) 236-4400 or (800) 442-8877 to find out if a transfer was made. We will mail you a monthly statement or provide one electronically, unless you do not have a checking account and there are no electronic funds transfers in a particular month. In any case, you will receive a statement at least quarterly. You will receive a receipt for every transaction you make at an ATM.

**TERMINATION OR AMENDMENT.** We may, at any time, terminate your right to use any of our EFT/debit services or amend the terms of the services. Amendments to this disclosure will be effective when indicated and will be posted in our office and/or mailed to you.

**RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS, PROCEDURE FOR DOING SO, RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS AND FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO STOP PAYMENT.** If you have issued instructions to the credit union to make regular payments out of your account, you can stop any of these payments by telephoning the credit union at the phone number herein or by writing to the credit union at the address herein in time for the credit union to receive your request three (3) business days before the payment is scheduled to be made. Should you elect to telephone, you must also put your request in writing so that it is received by the credit union no more than ten (10) days after the original call. If you order us 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. The fee for the stop payment of an electronic transfer will be the same as a stop payment for a conventional transaction.

If you have issued instructions to the credit union to make regular payments out of your account, which may vary in amount, the person you are going to pay is required to tell us ten (10) days before each payment when it is to be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFER.** Telephone us at (912) 236-4400 or (800) 442-8877 or write us at PO Box 1920, Savannah, Georgia 31402 as soon as you can if your receipt/statement contains transactions you did not authorize or if you need more information about a transaction listed on your receipt or statement. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must also: 1) tell us your name and account number; 2) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information; and 3) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will notify you of the results of our investigation with ten (10) business days after we hear from you and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you can have the use of the funds during the time it takes us to complete the investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

**ACCOUNT INFORMATION TO THIRD PARTIES.** The Credit Union will only disclose information to third parties about your account or transfers you make:

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

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If a transfer to or from your account is not made on time or in the correct amount according to our agreement with you, the Credit Union may be liable for your losses or damages except as provided by the following:

- If, through no fault of the Credit Union, the balance in your account is insufficient to make the complete transfer.
- If the limit of credit authorized for your account would have been exceeded.
- If the automated teller machine where the transfer was taking place does not have enough money to complete the transaction.
- If the computer system was not working properly, and you were aware of the breakdown prior to the transfer.
- If circumstances beyond the control of the Credit Union prevented the transfer, despite reasonable precaution taken by the Credit Union.
- If other exceptions are stated as a part of the agreement with the Credit Union.

**AUTOMATED TELLER MACHINE CARDS (ATM).** You must have a Personal Identification Number (PIN) in order to use your ATM Card(s). To select or change your PIN, call the number provided on the front of your VISA ATM Card. Memorize your PIN. Do not write in on your Card(s) or keep a copy in your wallet. If you authorize us to issue a Card to anyone else, you give that individual your authorization to withdraw funds from any of your accounts which can be accessed by your Card. You agree to be responsible for all such transactions. We will not be liable if you (or anyone you authorize) use your Card improperly, if an ATM retains your Card for any reason or if you violate your agreement to safeguard your PIN.

**OWNERSHIP OF ATM CARD.** The Card remains the property of the Credit Union. You agree to surrender the Card to us on demand.

**TYPES OF AVAILABLE TRANSACTIONS.** You may use your ATM to: 1) withdraw cash, from your savings or checking account on all ATM(s) on the Cirrus, Star, Credit Union 24 and CUHere networks; 2) transfer funds to and from your savings or checking account; 3) check the balances of your savings or checking account; and 4) make deposits at your Credit Union owned ATM(s).

**FEES FOR THIS SERVICE.** Any fees associated with the use of this card will be listed in the Fee Schedule

**ATM SECURITY TIPS.** Use caution when using your ATM card. Follow these security measures, and always use caution when using an ATM. These measures will help safeguard your safety, but will not guarantee your safety.

- *Stay in well lit areas.* Go to an ATM that is well lit at night. Always pick a bright, properly lit machine.
- *Stay in sight of passersby.* Stay in view of other people as they pass by. Do not stay hidden or isolated while at the ATM machine.
- *Take your keys when you leave your car.* Do not leave your car running just because you'll be "just a minute". It's too easy for a robber to take off in your car.
- *Lock your vehicle's doors at drive-up ATMs.* Any time you use a drive-up ATM, be sure your car doors are locked and your windows rolled up.
- *Keep your ATM card in a safe place.* Your ATM card is like any valuable card or document, keep it in a secure place when it is not being used and always know where it is.
- *Your PIN number is your business only.* Your PIN number is your assurance that no one can use your card. **DO NOT WRITE YOUR PIN NUMBER ON YOUR CARD.**
- *Save your receipt.*

**SMARTLINE (AUDIO RESPONSE SERVICE).** Smartline is available 24 hours a day, seven days a week, unless the computer system is down for any reason. To use Smartline, you need a touch-tone telephone, your account number and your Personal Identification Number (PIN). You cannot use Smartline unless you have a PIN. Memorize your PIN. Do not write it down or keep a copy in your wallet.

**TYPES OF AVAILABLE TRANSACTIONS.** You may use Smartline to: 1) check the balances of your savings, checking, and loan accounts; 2) verify your loan payment due date, cleared checks, date of last payroll deposit, and previous year dividend and interest payments; 3) transfer funds between your savings, checking and loan accounts; 4) withdraw funds by check from your savings or checking account; and 5) other transactions we may make available to you in the future.

**FEES FOR THIS SERVICE** - There are no fees associated with this service.

**VISA CHECK CARD.** Your VISA Check Card(s) can be used anywhere VISA is accepted. It is a debit card that allows you to have access to your checking account without writing a check and the convenience of an ATM card all in one. You must have a Personal Identification Number (PIN) in order to use your VISA Check Card(s) at an ATM machine. To select or change your PIN, call the number provided on the front of your VISA Check Card. Memorize your PIN. Do not write it on your VISA Check Card(s) or keep a copy in your wallet. If you authorize us to issue a card to anyone else, you give that individual your authorization to withdraw funds from any of your accounts which can be accessed by your card. You agree to be responsible for all such transactions. We will not be liable if you (or anyone you authorize) uses your card improperly, if an ATM retains your card for any reason or if you violate your agreement to safeguard your PIN.

**OWNERSHIP OF VISA CHECK CARDS.** The card remains the property of the Credit Union. You agree to surrender the card to us on demand.

**TYPES OF AVAILABLE TRANSACTIONS.** You may use your VISA Check Card(s) to: 1) make purchases wherever VISA is accepted; 2) obtain cash advances from any authorized financial institution; 3) withdraw cash from your savings or checking account on all ATM(s) on the Cirrus, Star, CU Here or CU24 networks; 4) transfer funds to and from your savings or checking account; 5) check the balances of your savings or checking account; and 6) make deposits at your Credit Union owned ATM(s).

**FEES FOR THIS SERVICE.** Fees associated with the use of this card will be listed in the Fee Schedule.

**Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions.** Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA / MasterCard will convert the charge into a US Dollar amount. The VISA / MasterCard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA / MasterCard, as applicable. The exchange rate VISA / MasterCard 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. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. Cross-Border Transaction Fee: In addition, VISA / MasterCard charges us a Cross-Border Assessment up to 1% on each transaction on all cross border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.