



MEMBERSHIP AND ACCOUNT AGREEMENT

This agreement is the contract of deposit which covers your and our rights and responsibilities concerning membership and account(s) offered to you. In this agreement, the words **you** and **yours** mean those who sign the Membership Application and/or Account Card or Account Change Card (Account Card or any other account opening document). The words **we**, **us**, and **our** mean Allegacy Federal Credit Union (credit union). The word **account** means any one or more share, checking, or certificate accounts you have with the credit union.

The classification and form of ownership of your account(s) is designated on your Membership Application and/or Account Card. By signing the Membership Application and/or Account Card that is a part of the agreement, each of you, jointly and severally, agree to the terms and conditions in this agreement and Account Card, including the Funds Availability Policy Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure, and the Truth-in-Savings Disclosure accompanying this agreement, any account deposit receipt, the credit union's bylaws and policies, and any amendments which collectively govern your membership and accounts. You agree that additional accounts and services you request in the future will be governed by this agreement, as amended from time to time.

The credit union may terminate this disclosure and agreement for any reason deemed in the credit union's best interests including but not limited to (a) re-evaluation of your creditworthiness; (b) upon your default under the terms or any other agreement with us; and (c) at our option for good cause. The credit union reserves the right to amend, modify, revoke, or cancel the terms of this disclosure and agreement or any transaction services contemplated herein. If notification is required by law, notice will be mailed to you at the address shown on the credit union's records. Any revised, amended, or modified conditions, rules, or regulations shall be effective at the earliest date allowed by law.

MEMBERSHIP ELIGIBILITY — To be eligible for membership in the credit union you must be an individual qualifying within the credit union's field of membership and must meet the membership qualifications including purchase and maintenance of the minimum required share(s) ("membership share") as required by the credit union's bylaws. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

Important Information About Opening a New Account. To help our 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 when opening a new account. **What does this mean for you?** When you open a new account, we will ask your name, address, date of birth, and other information that will help us to identify you. We may also ask to see some type of positive identification.

INDIVIDUAL ACCOUNTS — An individual account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or 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 account owner and subject to our statutory lien rights.

JOINT ACCOUNTS — A joint account is an account owned by two or more persons. Unless otherwise provided on the Membership Application and/or Account Card, each joint account will be controlled by the provisions of N.C.G.S. 54-109.58.

a. Rights of Survivorship. For a joint account with rights of survivorship, upon the death of one of the owners, the money remaining in the account will belong to the surviving owner(s). For a joint account without rights of survivorship, the account owner's interest passes to his or her estate. A surviving owner's interest is subject to the credit union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Owners. Any joint account owner is authorized and deemed to act for the other owner(s) and the credit union may accept orders and instructions regarding the account and requests for future services from any joint account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, without the consent of the other account owner(s) and the credit union shall have no duty to notify any other joint account owner(s). If the credit union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the credit union may suspend or terminate the account, require a court order to act or require that all joint account owners agree in writing to any transaction concerning the account.

c. Joint Account Owner Liability. If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the credit union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the credit union, the credit union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

Member and Joint Account Holder acknowledge and agree that Allegacy Federal Credit Union (credit union) may issue to each of them an automated teller machine (ATM) card, and shall assign to them a single personal identification number (PIN). They further acknowledge and agree that possession of the ATM card or account number, and personal identification number (PIN) or password will permit access to individual accounts, by means of automated teller machine or by telephone or by on-line

access, including but not limited to the share account, of the Member by the Joint Account Holder. They further acknowledge and agree that such access may result in sums being withdrawn or transferred from such individual accounts without the knowledge or consent of the Member by the Joint Account Holder. The credit union hereby disclaims any responsibility to the member for any and all sums withdrawn or transferred from an individual account maintained by the Member by means of the Joint Account Holder's use of the ATM card or personal identification number (PIN).

Member and Joint Account Holder shall indemnify and hold the credit union harmless of and from any and all losses, claims, actions, causes of action, suits, or demands, or whatsoever kind or description arising out of Joint Account Holder's access to, withdrawal from or transfer from Member's individual accounts by means of the ATM card or account number, and personal identification number (PIN) or password, and do hereby remise, release, and forever discharge the credit union of and from any and all liability for the same.

INFORMAL AND FORMAL TRUST ACCOUNTS — Any trust beneficiary designation shall not apply to IRA accounts which shall be governed by a separate beneficiary designation. The credit union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary(ies) interest in any account except as otherwise provided by law.

a. Formal Trust Account. A formal trust account designation is an instruction to the credit union to establish an account in response to a written trust agreement, generally as drafted by an attorney. Such an account will be established upon the proper completion of the applicable Formal Trust Account Enrollment Form (Enrollment Form) which will designate all parties to the trust and bind all such parties to the terms of the membership and account agreement.

Credit union regulations with respect to share insurance of member share accounts are affected by the terms of the Trust Agreement, the nature of the Trust (revocable or irrevocable), and, in some cases, the family relationship of the beneficiary(ies). Please consult your attorney/legal advisor with respect to these issues. By opening the account, you are deemed to acknowledge the application of these regulations.

THE CREDIT UNION HAS NO RESPONSIBILITY TO INQUIRE AS TO THE ACTUAL TERMS OF THE TRUST AND SHALL BE HELD HARMLESS FOR ANY ACTIONS TAKEN IN RELIANCE OF THE INFORMATION AS PROVIDED ON THE ENROLLMENT FORM.

THE CREDIT UNION IS NOT REQUIRED TO KNOW, UNDERSTAND, INTERPRET OR ENFORCE THE TERMS OF THE TRUST AGREEMENT BUT HAS THE RIGHT TO REQUEST THE NECESSARY LEGAL DOCUMENTS BEFORE RELEASING FUNDS FROM THE ACCOUNT(S). TRUST ACCOUNT FUNDS MAY BE RETAINED OR PROVIDED TO THE PROPER AUTHORITIES IN AN INTERPLEADER ACTION UNTIL SUCH DOCUMENTS ARE DELIVERED TO THE CREDIT UNION OR THE ISSUE IS RESOLVED AS A MATTER OF LAW.

The credit union cannot and is under no obligation to act as a trustee or to inquire as to the powers or duties of the Trustee(s). Grantor(s) and Trustee(s) agree to notify the credit union in writing if a change of Trustee(s) occurs. The credit union may withhold payment of funds to any party until proper evidence of authority is provided. Funds may be released to any one Trustee acting alone or with a co-Trustee. The credit union may rely upon the direction of any one Trustee until a written notice of revocation of the Enrollment Form is received. The Grantor(s), Trust, Trustee(s), and Beneficiary(ies) agree to fully indemnify and hold the credit union harmless of any claim, damage or loss arising as a result of unauthorized acts of any Trustee or former Trustee. The Enrollment Form shall be binding on the Grantor(s), Trustee(s), Trust, successor Trustee(s), and the Beneficiary(ies).

You, the individual(s) signed on the Enrollment Form and or Membership Application as Grantor(s) and Trustee(s), request Allegacy Federal Credit Union ("Credit Union") to establish one or more accounts as indicated, for the Trust and agree that the account(s) shall be subject to the bylaws, regulations, policies and other rules and practices of the Credit Union now in effect or as amended, and agree that the Trustee(s) and the account(s) shall be subject to all fees and charges that may be assessed from time to time for use of the account(s).

The Trust funds to be deposited in the credit union are part of the Trust specified on the applicable Enrollment Form(s) executed by the Grantor(s) and executed by the Trustee(s) as indicated on the same form(s). The credit union is authorized to release the funds in the account(s) established pursuant to the Enrollment Form(s) with the credit union upon the signature of any one of the Trustees signing this Enrollment Form and any payment to any one of the Trustees or to a successor Trustee(s) or at the direction of any one of the Trustees shall be valid and shall discharge the credit union from any liability for the sum(s) paid.

The Grantor(s) and Trustee(s) agree to provide a complete, accurate and true copy of the Enrollment Form to the credit union. The Grantor(s) and Trustee(s) represent that the Enrollment Form imposes no responsibility or obligation on the credit union other than as a depository for the Trust funds.

The Grantor(s) and Trustee(s) agree that the credit union shall be notified if there is any change in the Grantor(s), Trustee(s), Beneficiary(ies) or terms of the Trust and will provide evidence of the changes. It is the policy of the credit union that, upon the death of the Grantor(s), the account must be closed, unless, pursuant to credit union regulations, the account may continue with the credit union. Any change, which does not require closing the account, shall be effective as to the credit union only after it is received in writing by the credit union. The Trustee(s) agrees that the credit union shall be notified of any (a) change in address of any Trustee(s) disclosed in the Enrollment Form; and (b) changes to or amendments of the governing Trust instrument which would conflict with or otherwise affect the validity of any statement or representation contained in the Enrollment Form. Any such change or amendment shall be effective as to the credit union only after a new Enrollment Form has been completed and executed by the Grantor(s) and Trustee(s).

The credit union may require that any or all disbursements shall be made payable to any one or more of the Trustees or to the Trust.

Each Trustee whose signature appears on the Enrollment Form declares under penalty of perjury, that the Trustee(s) is qualified and has the power to act and is properly exercising the powers under the trust, pursuant to the Enrollment Form, and

the Trustee(s) has the power to establish and transact on accounts on behalf of the Trust. The credit union shall not be held responsible for any changes of which it is not notified as set forth.

The Grantor(s) and/or the Trustee(s) and/or the Trust and/or the Beneficiary(ies) hereby agree to fully indemnify and hold the credit union harmless from any and all claims, suits, actions, awards, damages, judgments, costs, charges and expenses, including court costs and attorneys' fees and against any and all liability, loss and damage of any nature whatsoever that the credit union shall or may sustain resulting from the establishment, maintenance and transaction of any business related to the trust account(s) established pursuant to the Enrollment Form. The Trustee(s) agrees to pay any necessary expenses, attorneys' fees or costs incurred in the enforcement of this indemnification and hold the credit union harmless.

b. Successor Trustee. Before any successor Trustee(s) may transact any business on this account, the successor Trustee(s) shall (a) provide the credit union with either (i) a letter of resignation signed by the resigning Trustee(s) or (ii) a certified copy of the death certificate(s) for the Trustee(s); (b) provide a written statement declaring power to transact as Trustee(s) or Trustee's Affidavit; and (c) execute a new Enrollment Form. The items of the Enrollment Form shall supplement the terms of other account agreements entered into by the Trustee(s).

The Enrollment Form affects the legal rights of the Trustee(s). In providing the Enrollment Form for the establishment of this account, the credit union makes no representation as to any tax, probate avoidance or financial or estate planning advantage, benefit or result of any kind whatsoever. If the Grantor(s) or Trustee(s) desires assistance or advice concerning the Enrollment Form, the services of an attorney or other competent professional person should be sought.

PAYABLE ON DEATH (POD)/TRUST ACCOUNT DESIGNATIONS — (G.S. 54-109.57) A Payable on Death (POD) account is an account held in the name of one or more persons as owner or owners for one or more persons designated as beneficiaries. The account and any balance thereof is subject to the following: a) during your lifetime you may withdraw the money in the account; and b) by written direction to the credit union, you may change the beneficiary or beneficiaries; and c) upon your death the money remaining in the account will belong to the beneficiary or beneficiaries, and the money will not be inherited by your heirs or be controlled by your will. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary of the existence of any account or the vesting of a beneficiary's interest in any account, except as otherwise provided by law.

ACCOUNT FOR MINORS — We may require any account established by a minor to be a multiple party 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 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 by the minor or joint owner. The minor account owner's tax identification number must be shown on the account application. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT — A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual 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 account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the 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 withdrawal.

PERSONAL AGENCY ACCOUNTS — A member, as principal, may open a personal agency account naming an additional person as agent. The agent, who shall not be a minor, may act on behalf of the principal in regard to the account. The agent shall have the authority to (1) make, sign or execute checks drawn on the account or otherwise make withdrawals from the account; (2) endorse checks made payable to the principal for deposit only to the account; and (3) deposit cash or negotiable instruments, including instruments endorsed by the principal, into the account. Each such personal agency account will be controlled by the provisions of N.C.G.S. A7 54-109.63. A personal agency account creates no ownership right or interest in the agent. Upon the election of the principal, the authority of the agent to act on behalf of the principal with respect to the account will continue, notwithstanding any subsequent incapacity or mental incompetence of the principal.

DEPOSIT 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 responsibility until we receive them. We reserve the right to refuse or to return any deposit. Any error in the listing of an item or in the amount of any deposit is subject to correction by the credit union. All accounts are nonassignable and nonnegotiable to third parties. Each certificate account is governed by the terms of this agreement and the terms and disclosures in the Truth-in-Savings Disclosure, which is incorporated herein by this reference.

a. Endorsements. You authorize the credit union, in its discretion, to accept transfers, checks, drafts, or other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the credit union to supply missing endorsements if the credit union chooses to supply such endorsements. If a check, draft or item that is payable to two 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. The credit union reserves the right to verify all endorsements on third party checks or drafts presented for deposit either in person or by comparison with member signature files. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, the credit union may require endorsement as set forth on the check or draft. Endorsements must be placed in the space on the back of the check or draft between the top edge and 1½ inches from the top edge. The credit union may accept drafts or checks with endorsements outside this space. However, if any endorsements or other markings you or any prior endorser make on the check or draft cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the credit union due to the delay or error.

b. Substitute Checks or Drafts. You agree not to deposit any substitute check or draft or similar item that you have created, or for which no financial institution has provided any substitute check or draft warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check, draft or item. You agree not to deposit any substitute check or draft without our consent.

c. 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 bank extra time beyond any midnight deadline limits.

d. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over \$500." 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 restrictions or limitations.

e. Final Payment. All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If the credit union incurs any fee to collect any item, the credit union may charge such fee to your account. The credit union reserves the right to refuse or to return all or any item or funds transfer. The credit union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the credit union unpaid, regardless of whether the amount of the item has been available for your use.

f. Direct Deposits. The credit union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the credit union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the credit union at least thirty days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct 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. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the credit union to make and apply direct deposits in accordance with your authorization on file with the credit union. If the credit union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the credit union may deduct the amount returned from any of your accounts, unless prohibited by law.

g. Crediting of Deposits. Deposits made on Saturdays, Sundays, credit union holidays, and most federal holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the credit union. Items drawn on an institution located outside the United States will be handled on a collection basis only. Deposits will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the credit union for credit to your account or for collection.

h. Credit Union Examination. The credit union may disregard information on any check or draft other than the signature of the drawer, the identity of the payee, and amount of the item and any magnetic encoded information. You agree the credit union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

ACCOUNT ACCESS —

a. Authorized Signature. In order to access any account, the credit union must have an authorized signature of yours on a Membership Application and/or Account Card. The credit union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the credit union (i.e., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, telephone or on-line access). If the credit union accepts any draft that is not drawn on a form provided by the credit union, you will be responsible for any loss incurred by the credit union for handling the draft. The credit union may return as unpaid any check that is not drawn on a form provided or authorized by the credit union. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

ACH & WIRE TRANSFER — Except as amended by this Agreement, electronic funds 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 electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds 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, 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 the 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. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off 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 requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order that we accept 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 funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

ACCOUNT RATES AND FEES — The credit union's payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, which are incorporated herein by this reference. You agree the credit union may impose fees and charges for the deposit account services provided by the credit union. A current Truth-in-Savings Disclosure or Schedule of Fees and Charges has been provided to you separately. You agree the credit union may change the Truth-in-Savings Disclosure from time to time and you may be notified of such changes only as required by law.

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, according to our overdraft policy.

The credit union may also refuse to allow a withdrawal in other cases: for example, any dispute between the owners about the account (unless a court has ordered the credit union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the credit union; any required documentation has not been presented; or you fail to repay a credit union loan on time. You will be advised of the reasons for refusal if such action is taken. The credit union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checking accounts) of not less than seven (7) days and up to sixty days, as required by law, before such withdrawal.

b. Transfer Limitations. For share and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. Continual excessive use of third party transfers will result in conversion of the account into a transaction account. There is no limit on the number of transactions you can make in the following manner (i) transfers to any loan account with the credit union; (ii) transfers to another credit union account or withdrawals (checks or drafts 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. The fee for excessive in-person withdrawals, if any, is set forth in the Truth-in-Savings Disclosure.

OVERDRAFTS —

a. Overdraft Liability. 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 posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. 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 (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. For ATM and one-time debit 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.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

NSF activity constitutes grounds for closing an account. The credit union will review your account and notify you if your account has been closed. We report accounts closed due to NSF activity, or if a loss is suffered by the credit union because of account misuse, to ChexSystems. This reporting may jeopardize an individual's ability to establish accounts with other financial institutions.

Additionally, if you cause the credit union to incur any loss as a result of any action or interaction on your part (including but not limited to insufficient funds activity or improper handling of your ATM account), credit union services and privileges may be suspended or denied to you.

b. Order of Payments. Checks, drafts, items and other transactions 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 and 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 and drafts and process transfers and withdrawals.

c. Overdraft Protection Plan. If we approve your request for overdraft protection for you, we will honor checks, drafts or ACH items drawn on insufficient funds in your account by transferring the necessary funds in one of four methods authorized by you: (1) transferring funds from a designated line-of-credit account; (2) transferring funds from another designated share account under this agreement (subject to transfer limitations); (3) transferring funds from a designated line-of-credit account first and then if funds are not available in the designated line-of-credit account transferring funds from another designated share account under this agreement (subject to transfer limitations); or (4) transferring funds from another designated share account under this agreement (subject to transfer limitations), and then if funds are not available or transfer limitations would be exceeded, transferring funds from a designated line-of-credit account. The fee for overdraft transfers, if any, is set forth in the Truth-in-Savings Disclosure. Transfers from an account will be governed by this agreement. Transfers from a loan account will be governed by the applicable loan agreement.

POSTDATED AND STALEDATED ITEMS — You agree not to issue any check or draft that is postdated. If you do issue a check or draft that is payable on a future date 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.

STOP PAYMENT ORDERS —

a. Stop Payment Request. You may ask the credit union to stop payment on any check or draft drawn upon your checking account. You may request a stop payment by telephone, by mail, or in person. The stop payment will be effective if the credit union receives the order in time for the credit union to act upon the order and you state the number of the account, date and number of the check or draft and its exact amount. If you give the credit union incorrect or incomplete information, the credit union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the credit union to act upon the order, the credit union will not be liable to you or to any other party for payment of the item. If we recredit 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 transfer all of your rights against the payee or other holders of the check or draft to the credit union, and to assist the credit union in legal action taken against the payee.

b. Duration of Order. Oral stop payment orders for checks 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. The credit union may charge a fee for each stop payment order requested, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the credit union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the credit union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the credit union harmless from all costs, including attorney fees, damages or claims related to the credit union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

LOST ITEMS — The credit union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse any credit for any deposited item or to charge your account for any item lost in the collection process.

REMOTELY CREATED CHECKS — For purposes of this paragraph, "account" means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third party payee as authorized by the owner of the account on which the check is drawn. Authorization is made over the telephone or through online communication. The owner of the account does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke 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 for which the third party has proof of your authorization.

CREDIT UNION'S LIABILITY FOR ERRORS — If the credit union does not properly complete a transaction according to this agreement, its liability shall in no event exceed the amount of the transaction, except as otherwise provided by law. The credit union will not be liable if: (a) through no fault of the credit union, your account does not contain enough money to make the transaction; (b) circumstances beyond the credit union's control prevent the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The credit union will not be liable for consequential damages except liability for wrongful dishonor. The credit union's actions or inactions will constitute the exercise of ordinary care if such actions or inactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in your community. You grant the credit union the right, in making payments of deposited funds, to rely exclusively on the ownership of the account and the terms of this Account Agreement. Any conflict between oral representations by you or

credit union employees and any written form will be resolved by reference to this agreement and any applicable written form.

CHECKS 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.

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 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 law 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 state or federal 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 to what you owe when you are in default, except as limited by state or federal 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 does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal 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.

LEGAL PROCESS — If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the credit union may refuse to release funds to you from your account without court order. The Credit Union can apply to a court at any time for judicial settlement of any matter involving your account. If the credit union does so, the credit union must give you the opportunity to participate in the court proceeding, but the Credit Union can also involve other persons.

Unless prohibited by law or court, any expenses, including attorney's fees, the credit union incurs in legal proceedings involving your account or arising out of this agreement, other than those arising out of the Credit Union's failure to perform its specified duties, are chargeable to your account without prior notice to you and payable by you if not paid from your account. Any legal process against your account is subject to the Credit Union's lien and security interest.

ACCOUNT INFORMATION — Upon your request, the credit union will inform you of the name and address of each credit reporting agency from which the credit union obtains a credit report in connection with your account. The credit union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (3) such disclosure is authorized by law, government agency, or court order; or (4) you give us your written permission.

NOTICES —

a. Name or Address Changes. It is your responsibility to notify the credit union upon a change of address or change of name. The credit union is only required to attempt to communicate with you only at the most recent address you have provided to the credit union. The credit union will accept notices of a change in address and any other notice from you to the credit union only if provided in writing to the credit union. If the credit union attempts to locate you, the credit union 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 otherwise prohibited by applicable law, the terms of this agreement are subject to change at any time. The credit union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership such as adding or removing a joint account owner, must be evidenced by a signed Membership Application and/or Account Card which, upon execution, will be incorporated herein by this reference. The credit union reserves the right to waive any term in this agreement. Any such waiver shall not affect the credit union's right to enforce any right or privilege in the future.

c. Effect of Notice. Any written notice you give to the credit union is effective when it is actually received by the credit union. Any written notice the credit union gives 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 one account owner is considered notice to all owners of the account.

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.

TAXPAYER IDENTIFICATION NUMBERS (TIN) AND BACKUP WITHHOLDING — If your account is or becomes subject to backup withholding, the credit union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the credit union may suspend the opening of your account.

STATEMENTS —

a. Contents. If the credit union provides a statement for your account, you will receive a periodic statement or notice of the availability of your statement, of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account.

For checking accounts, you understand that when paid, your original check or draft (or any substitute check or draft) becomes property of the credit union and may not be returned to you, but copies will be retained by credit union and 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 or 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 examining each account statement and reporting any irregularities to the credit union. The credit union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (1) you fail to notify the credit union within thirty (30) days of the mailing date of the earliest statement reflecting such item containing any forgery, alteration, or unauthorized signature; or (2) any item is forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. 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 and check or draft copies or the time limit for notifying the credit union of any errors. The statement will be considered correct for all purposes and the credit union will not be liable for any payment made or charge to your account unless you notify the credit union in writing within the above time limit after the statement and checks or drafts are made available to you. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

INACTIVE AND ABANDONED ACCOUNTS — If you have not made a withdrawal from, deposit to, or transfer involving your account for more than one (1) year and the credit union has been unable to contact you by regular mail during that period, the credit union may classify your account as an inactive account and may charge an inactive account service fee as allowed by applicable law and set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. Thereafter, dividends will be paid on the account unless the balance falls below any minimum balance requirement. The credit union will notify you at your last known address prior to imposing any fee as required by law. Checking accounts will continue to incur the monthly maintenance fee until closed by the member. You authorize us to transfer funds from an available account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account and the credit union has had no other contact with you for five (5) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the credit union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

DEATH OF ACCOUNT OWNER — Upon the death of an account owner, the credit union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The credit union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the credit union learns of an account owner's death. Once the credit union learns of an account owner's death, the credit union may pay checks or drafts or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) business days unless the credit union receives instructions from any person claiming an interest in the account to stop payment of such checks or other items. You agree that the credit union can require that anyone who claims funds in your account after your death to indemnify the credit union for any losses resulting from honoring that claim.

TERMINATION OF ACCOUNT — The credit union 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 funds in the account; (4) any account checks or drafts are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (6) if 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. Any one account owner may terminate an account at any time by notifying the credit union in writing. After reasonable notice of termination, the credit union is not responsible for payment of any check, draft, withdrawal, or other item once your account is terminated; however, if the credit union pays a check or draft after termination, you agree to reimburse the credit union for any such payment.

TERMINATION OF MEMBERSHIP — You may terminate your membership at the credit union after giving written notice of your intent to withdraw from membership. 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.

SPECIAL ACCOUNT INSTRUCTIONS — You may request the credit union to facilitate certain trust, will, or court-ordered account arrangements. However, because the credit union does 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 the credit union to follow instructions that the credit union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the credit union may refuse to follow your instructions or may require you to post a bond or indemnify the credit union. Any item presented with a full payment legend must be presented in person to a credit union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Membership Application and/or Account Card and accepted by the credit union. The credit union will not recognize the authority of someone to whom you have given power of attorney unless the form and a copy of the Power of Attorney are accepted and on record at the credit union.

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.

SEVERABILITY — In the event that any paragraph of this agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this agreement shall not be invalid or unenforceable and will continue in full force and effect.

ENFORCEMENT — Where there is no fault on the part of the credit union, you agree to be liable to the credit union for any liability, loss, or expense as provided in this agreement that the credit union incurs as a result of any dispute involving your accounts or services. You authorize the credit union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the agreement or collect any overdrawn funds on accounts accessed under this agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

GOVERNING LAW — This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws including applicable principles of contract law, and regulations of the State of North Carolina and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.

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.



P.O. Box 26043
Winston-Salem, NC 27114-6043
AllegacyFCU.org

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at Allegacy Federal Credit Union. It only applies to the availability of funds in transaction accounts. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

GENERAL POLICY — Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks or drafts that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

RESERVATION OF RIGHT TO HOLD — In some cases, we will not make all of the funds that you deposit by check or draft available to you on the same business day that we receive your deposit. Funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first (1st) business day. If we are not going to make all of the funds from your deposit available on the first (1st) business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

HOLDS ON OTHER FUNDS — If we cash a check or draft for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check or draft we cashed would have been available if you had deposited it. If we accept for deposit a check or draft that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check or draft that you deposited.

LONGER DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check or draft into your account an additional number of days for these reasons:

- We believe a check or draft you deposit will not be paid.
- You deposit checks or drafts totaling more than \$5,000.00 on any one day.
- You deposit a check or draft that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS — If you are a new member, the following special rules will apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks or drafts will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks or drafts must be payable to you. The excess over \$5,000.00 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks or drafts (other than a U.S. Treasury check or draft) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check or draft deposits will be available on the ninth (9th) business day after the day of your deposit.

DEPOSITS AT PROPRIETARY ATMS — Up to the first \$200.00 of deposits made at ATMs accepting deposits for the credit union will be available for withdrawal on the first business day following the day of your deposit. For deposits made at ATMs owned and operated by the credit union, the remainder of any such deposit(s) subject to delayed availability will become available for withdrawal on the second (2nd) business day after the day of deposit.

DEPOSITS AT NONPROPRIETARY ATMS — Funds from any deposits made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth (5th) business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

FOREIGN CHECKS OR DRAFTS — Checks or drafts drawn on financial institutions located outside the U.S. (foreign checks or drafts) cannot be processed the same as checks or drafts drawn on U.S. financial institutions. Foreign checks or drafts are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks or drafts will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.



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ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

By signing the Membership Application and/or Account Card or signing or using an Automated Teller Machine (ATM) Card, Visa® Check Card (card), Mia24® Member Information Access-audio response, or on-line access, you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this agreement shall also apply to your electronic funds transfer service. Electronic funds transfers (EFTs) are electronically initiated transfers of money through direct deposits, automated teller machines, audio response transactions, or home banking involving your deposit accounts at the credit union, and debit card purchases.

1. EFT SERVICES —

a. ATMS. If approved, you may use your card and personal identification number (PIN) in automated teller machines of the credit union, the VISA®, STAR®, PLUS® and Cirrus® Networks, and such other machines we may designate. For ATM 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 this type of transaction. Services and fees for ATM 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. At the present time, you may use your card to make the following transactions on your accounts:

- Withdraw cash from your share or checking accounts.
- Transfer funds between your share or checking accounts.
- Obtain balance inquiries on your share and checking accounts.
- Other transactions as offered and permitted in the future.

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

b. Visa Check Card. You may use your Visa Check Card (card) to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Visa Check Card purchases will be deducted from your checking account.

For one-time debit 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 transaction. 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.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

The Visa Check Card at all times remains the property of the credit union. Upon termination of this disclosure and agreement, you agree to surrender your Visa Check Card to the credit union immediately. If the card is lost or stolen, you agree to notify the credit union immediately upon discovery of such loss or theft. The credit union reserves the right to retrieve or seek the immediate return of your Visa Check Card without prior notice to you in the event that any of the following conditions occur:

1. Excessive overdrafts as a result of non-sufficient or uncollected funds on an account.
2. Any transaction that occurs (on your accounts) which results in a monetary loss to the credit union.
3. Loan, Visa or other delinquency with the credit union.
4. Forced closure of any of your accounts (due to misuse) at the credit union.
5. Any other situation in which the credit union deems revocation to be in its best interest.

c. Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security.

d. PhoneBanking. If we approve audio response services for your accounts, you must designate a separate four (4) digit personal identification number (PIN). You must use your personal identification number (PIN) along with your member number and for specified transactions your account number to access your accounts. At the present time you may use the service to:

- Transfer funds between your checking, and share accounts and other account-to-account funds transfers.
- Make loan payments from your share or checking account.
- Advance funds from your line of credit and transfer to your checking or share account.
- Other transactions as offered and permitted in the future.

e. On-Line Access. If we approve on-line services for your accounts, you must designate a separate user password. You must use this password along with your member number to access your accounts. At the present time you may use the service to:

- Transfer funds between accounts which exist under the same member number.
- Make loan and Visa payments via transfers from accounts to which you have access, provided these accounts exist under the same number.
- Advance funds from an authorized line of credit for transfer to a checking or share account.
- Obtain balances and transaction histories on deposit and loan accounts.
- Change your password.
- Obtain stock quotes.
- Other transactions as offered and permitted in the future.

f. Electronic Check Conversion/Electronic Return Check Fees. If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

2. SERVICE LIMITATIONS —

a. ATM Machines.

- **Withdrawals.** There is no limit on the number of withdrawals you may make at credit union ATMs each day provided you do not exceed the maximum daily withdrawal amount. You may be charged an excess withdrawal fee as set forth in the Truth-in-Savings Disclosure. You may withdraw up to \$500 (if there are sufficient funds in your account) per day at credit union ATMs. For security reasons, sometimes there are other limitations imposed on the amount you may withdraw from our ATMs. Other limitations may apply at ATMs within the Visa, STAR, PLUS and Cirrus Networks.
- **Transfers.** You may transfer between your savings and checking accounts up to the balance in your accounts and available credit under a line of credit account at the time of the transfer at available locations.

b. VISA Check Card Purchase Limitations. There is no limit on the number of purchase transactions you may make by VISA Check Card during a statement period. No purchase may exceed the available funds in your account. The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, 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.

c. PhoneBanking. Your accounts can be accessed under audio response via a Touchtone telephone only. Not all push button phones are Touchtone. Converters may be purchased for pulse and rotary dial phones. 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. If you call during this time you will hear, "Our system is temporarily unavailable, please hang up and try your call later." There is no limit on the number of transaction requests you may make during a single phone call. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a share account. For share accounts, you can make no more than six (6) transfers per statement cycle by preauthorized, automatic, or telephone transfer.

d. On-Line Access. Your accounts can be accessed via on-line access provided you possess adequate equipment and have an Internet provider. The on-line service will be available for your convenience seven (7) days per week; however, normal system maintenance and testing may cause some down time. Other limitations include:

- You have a limited number of attempts to enter your password before the system logs you off.
- The credit union may set limits on the total dollar amount of any one transaction.
- The credit union may set limits on the length of time per user session.
- The credit union may set limits on the aggregate dollar amount of multiple transactions.
- The credit union may set limits on the number of transactions done in a particular time frame.
- The dollar amount of any transaction may also be limited by the amount of money available in any one account.
- All transactions are subject to regulatory restrictions which normally apply in the financial services industry.

No transfer or withdrawal may exceed the available funds in your account. 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.

3. CONDITIONS OF CARD USE — The use of your card is subject to the following conditions:

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your card or Account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund. We will not be liable for any claims by you against the merchant arising from use of your card for any point-of-sale (POS) transactions.

c. Foreign Transactions. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 0.8 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. Authorized Transactions. The credit union is authorized to charge your checking, share, line of credit, or Visa Check Card account as necessary to complete all transactions made by using the card. You agree not to use the card (or permit it to be used) to make any withdrawal, transfer or payment from any checking, share, line of credit, or Visa Check Card account if there is not enough money in those checking or share accounts or available funds in your line of credit or Visa Check Card account to complete the transaction. If use of your card overdraws any account(s), you agree to make immediate payment to the credit union of the amount of those overdrafts plus any applicable fees as disclosed in the Truth-in-Savings Disclosure. If you have a line of credit with the credit union, the terms and conditions of the line of credit agreements will cover all overdrafts from your checking account, regardless of whether they result from the use of checks, cash advance requests, or the Visa Check Card. You are responsible for all authorized transactions arising from use of your card. You will be liable for all other transactions arising out of the use of your Card to the maximum extent allowed by applicable laws and regulations.

e. Security of Personal Identification Number (PIN). The ATM personal identification number (PIN), VISA Check Card personal identification number (PIN), POS personal identification number (PIN), audio response personal identification number (PIN) and on-line access password selected by you are for your security purposes. The PINs and password are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your personal identification number (PIN) and password. You agree not to disclose or otherwise make your personal identification number (PIN) available to anyone not authorized to sign on your accounts. If you authorize anyone to use your personal identification number (PIN) or password, that authority shall continue until you specifically revoke such authority by notifying the credit union. If you fail to maintain the security of these access codes and the credit union suffers a loss we may terminate your ATM and account services immediately.

f. Authorized Use. All transactions made using the card by any person other than yourself shall be considered transactions expressly authorized by you if the user was furnished with or given access to the card or personal identification number (PIN), whether by you or any other authorized user.

4. MEMBER LIABILITY — You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your Visa Check Card or card number without your permission, and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your card 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, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, TELL US AT ONCE. If you do not tell us within 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 your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(336) 774-3400 or
1-800-782-4670

or write:

Allegacy Federal Credit Union
Electronic Funds Transfer
PO Box 26043
Winston-Salem, NC 27114-6043

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

5. BUSINESS DAYS — Our business days are Monday through Friday. Holidays are not included.

6. FEES AND CHARGES — There are certain charges for EFT services as set forth in the Truth-in-Savings Disclosure. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

If you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry). The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

7. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS —

a. Periodic Statements. Transfers and withdrawals transacted through an ATM, Visa Check Card, the audio response system or on-line access 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.

b. Direct Deposits. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling the phone numbers listed above. This does not apply to transactions occurring outside the United States.

c. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or POS terminal.

8. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders;
- If you give us your written permission.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit.
- If you used the wrong personal identification number (PIN) or you used a personal identification number (PIN) or card in an incorrect manner.
- If the card has expired or is damaged and cannot be used.
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If the ATM machine retains your card in certain instances, in which event you may contact the credit union about its replacement.
- If the error was caused by a system of any of the designated ATM networks.
- If there are other exceptions as established by the credit union.
- If a merchant refuses to accept your Visa Check Card.

10. PREAUTHORIZED ELECTRONIC FUND TRANSFERS —

a. Stop Payment Rights. 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 orally or in writing at the telephone number and address disclosed in the "Member Liability" Section, any time up to three (3) business days 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. The fee for a stop payment request is set forth in the Truth-in-Savings Disclosure.

b. Notice of Varying Amounts. If these payments may vary in amount, the company you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set. A stop payment request for preauthorized Electronic Fund Transfers will apply to all subsequent transfers, unless you withdraw the request.

c. Liability for Failure to Stop Payment of Preauthorized Transfers. 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.

11. TERMINATION OF ELECTRONIC FUND TRANSFER SERVICES — You agree that we may terminate this agreement and your electronic fund transfer services, if:

- You, or any authorized user of your personal identification number (PIN) or password, breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM card, Visa Check Card, personal identification number (PIN), or password;
- We notify you or any other party to your account that we have cancelled or will cancel this agreement; or
- You are terminated from credit union membership.

You or any other party to your account can terminate this agreement by notifying us in writing. Termination of service will be effective the first (1st) business day following receipt of your written notice.

Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for electronic transactions initiated before termination.

12. NOTICES — The credit union reserves the right to change the terms and conditions upon which this service is offered. The credit union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

13. BILLING ERRORS — In case of errors or questions about your electronic transfers, or if you need more information about a transfer on the statement or receipt, telephone us at the phone numbers or write us at the address set forth on page 15 as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.*If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

14. ATM SAFETY NOTICE — The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

15. GOVERNING LAW — This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of North Carolina and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.

16. 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 loss, 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.



FACTS **WHAT DOES ALLEGACY 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
- Account balances
- Transaction history
- Account transactions
- Credit card or other debt
- Checking account information

When you are *no longer* a 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 financial companies can share their members' personal information; the reasons Allegacy chooses to share; and whether you can limit this sharing.

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

Questions? Call 336-774-3400/800-782-4670 or go to www.allegacyfcu.org

Who We Are	
Who is providing this notice?	Allegacy means Allegacy Federal Credit Union and Allegacy Services, LLC.
What We Do	
How does Allegacy protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Allegacy collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ● Open an account ● Apply for a loan ● Use your credit or debit card ● Seek advice about your investments ● Make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ● sharing for affiliates' everyday business purposes - information about your creditworthiness ● affiliates from using your information to market to you ● sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> ● <i>Our affiliates include:</i> <ul style="list-style-type: none"> ● <i>Financial companies such as: Allegacy Investment Group* and JBA Benefits</i> ● <i>Nonfinancial companies such as: Allegacy Realty, LLC</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> ● <i>Allegacy does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ● <i>Our joint marketing partners include credit card companies and insurance companies</i>
Other Important Information	
<p>For Alaska, 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.</p> <p>For California Members. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.</p> <p>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.</p> <p>For Vermont Members. We will not share personal information with nonaffiliates for them to market to you without your authorization and we will not share personal information with affiliates or for joint marketing about your creditworthiness without your authorization.</p>	

*Non-deposit investment products and services are offered through CUSO Financial Services, L.P. ("CFS"), a registered broker-dealer (Member [FINRA/SIPC](#)) and Registered Investment Advisor. Products offered through CFS: are not NCUA/NCUSIF or otherwise federally insured, are not guarantees or obligations of the credit union and may involve investment risk including possible loss of principal. Investment Representatives are registered through CFS. Allegacy Federal Credit Union has contracted with CFS to make non-deposit investment products and services available to credit union members.