

# Account and Electronic Services Agreements

Share Accounts, Trust Accounts  
and Electronic Services

## Addendum to Account and Electronic Services Agreement

This Addendum to your Account and Electronic Services Agreement (Agreement) with Redstone Federal Credit Union® (RFCU®) is made part of that Agreement and describes additional terms, conditions, and revisions that apply to you.

1. **Electronic Account Opening Deposit.** A minimum deposit of \$1.00 is required to open a You Name It Savings, Brighter Day Savings, or Christmas Club Account through Redstone Live, online banking, or mobile banking. This minimum deposit does not apply when the account is opened at a branch office.
2. **Money Market Share Accounts.** Effective December 1, 2023, item number 1 of the Money Market Share Account Truth in Savings Disclosures that are on Page 7 is changed to the following:

1. **Rate Information.** The dividend rates and annual percentage yields (APY) are based on the daily balance of the account. The dividend rate will be paid on the entire balance in the account based on the daily balance level. No dividends will be paid on daily balances that fall below \$2,000. The following daily balance levels apply:

Daily Balance Level 1 \$2,000.00 to \$4,999.99  
Daily Balance Level 2 \$5,000.00 to \$49,999.99  
Daily Balance Level 3 \$50,000.00 to \$99,999.99  
Daily Balance Level 4 \$100,000.00 to \$249,999.99  
Daily Balance Level 5 \$250,000.00 to \$499,999.99  
Daily Balance Level 6 \$500,000.00 to \$999,999.99  
Daily Balance Level 7 \$1,000,000.00 and above

Please refer to the Account Rate Sheet for the current dividend rates and annual percentage yields. The dividend rates and annual percentage yields may change each month as determined by the Credit Union's Board of Directors.

3. **Money Market Share Accounts for Trusts.** Effective December 1, 2023, item number 1 of the Money Market Share Account Truth in Savings Disclosures that are on Page 14 is changed to the following:

1. **Rate Information.** The dividend rates and annual percentage yields (APY) are based on the daily balance of the account. The dividend rate will be paid on the entire balance in the account based on the daily balance level. No dividends will be paid on daily balances that fall below \$2,000. The following daily balance levels apply:

Daily Balance Level 1 \$2,000.00 to \$4,999.99  
Daily Balance Level 2 \$5,000.00 to \$49,999.99  
Daily Balance Level 3 \$50,000.00 to \$99,999.99  
Daily Balance Level 4 \$100,000.00 to \$249,999.99  
Daily Balance Level 5 \$250,000.00 to \$499,999.99  
Daily Balance Level 6 \$500,000.00 to \$999,999.99  
Daily Balance Level 7 \$1,000,000.00 and above

Please refer to the Account Rate Sheet for the current dividend rates and annual percentage yields. The dividend rates and annual percentage yields may change each month as determined by the Credit Union's Board of Directors.

Redstone Federal Credit Union® is a financial cooperative corporation. It was organized in 1951 under the laws of the United States for the purpose of promoting thrift and savings among its members, creating a source of credit for them and providing an opportunity for them to use and control their money on a democratic basis. A Board of Directors is elected from and by the members and determines the interest rate to be charged on loans and declares the dividend rates paid on share accounts. This Credit Union is federally insured by the National Credit Union Administration.

**Application for Services Disclosures:**

While making application for membership or the requested service(s), or requested change(s) to be made to my/our account with Redstone Federal Credit Union (RFCU®), I/We hereby certify that the information provided is true and correct to the best of my/our knowledge. I/We agree to conform to RFCU’s bylaws and amendments, laws, policies and applicable regulations. I/we hereby acknowledge and certify that I/we have received, understand and agree to be bound by the terms and conditions stated in the Account Agreement and/or Electronic Services Agreement and any subsequent changes or amendments to these Agreements for the service(s) which I/we have requested and which are hereby incorporated by reference. A joint account is owned by the parties whose signature(s) appear on the Application for Services and/or who are added to the account(s) as joint tenants with right of survivorship. **In considering my request for any services, RFCU may request reports from a consumer-reporting agency to prepare a Consumer Report on me. I/We hereby authorize RFCU to request such a Consumer Report.** I/We understand that if services are denied, in whole or in part, because of any information contained in such a Consumer Report, I/we will be provided with additional information in compliance with the Fair Credit Reporting Act, as amended in 1996.

Under penalties of perjury, I/we certify that (1) the number provided is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, (3) I am a U.S. person (including a U.S. resident alien), and (4) the FATCA code certification does not apply. If you are not a U.S. person, complete a W-8 BEN. **The Internal Revenue Service does not require your consent to any provision of the Application for Services other than the certifications required to avoid backup withholding.**

All accounts and services initiated by signing the Application for Services are subject to the terms and conditions set forth in this Account Agreement. This Account Agreement may be amended from time to time as decided by the Board of Directors of the Credit Union. This Account Agreement is incorporated into and made a part of any application or other documents which you execute in connection with the opening or use of any account. The terms and conditions set forth in this Account Agreement amend and supersede any prior agreement governing your Credit Union accounts.

**By giving us your telephone number, you are affirming that you have the right to provide consent for Redstone Federal Credit Union and any related affiliates/third parties to contact you on the mobile phone number, including a residential number. You agree to contact via automated telephone dialing (auto dialer), text messages or prerecorded or artificial messages for any reason, except marketing and understand your mobile provider may assess message or data rates. You may revoke this consent for calls (except calls made for emergency purposes) at any time by: 1) sending written notification to: Redstone Federal Credit Union, ATTN: Member Support Services, 220 Wynn Drive, Huntsville, Alabama 35893; 2) calling the Credit Union at 256-837-6110 or 800-234-1234; 3) emailing us at info@redfcu.org; or 4) by visiting a branch near you.**

**PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS.**

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## SHARE ACCOUNTS

SHARE SAVINGS ACCOUNT,  
“YOU NAME IT SAVINGS” ACCOUNT,  
SHARE DRAFT CHECKING ACCOUNTS,  
MONEY MARKET SHARE ACCOUNT,  
CHRISTMAS CLUB,  
DESIGNATED CREDIT UNION SHARE ACCOUNT,  
S.T.A.R. CLUB®

## ESTABLISHING CREDIT UNION MEMBERSHIP

Once you have met the eligibility requirements, your request to open your share account with the Credit Union is also your request to be admitted as a member of the Credit Union. You agree to be bound by all the terms of this Agreement, as amended from time to time, by the bylaws of this Credit Union and by the policies adopted from time to time by the Board of Directors.

You must be admitted to membership before you can vote, hold office, invest in any type of share account or borrow money from the Credit Union. If you are eligible for membership, your immediate family is also eligible. The minimum initial deposit amount, the value of each share, is shown below and must be invested in a regular share savings account as disclosed herein.

You are able to personalize your account(s) at the Credit Union by giving each account a unique name. When choosing the personalized name for your account(s), please refrain from using any word which could be considered profane, vulgar, obscene, or offensive to others. The Credit Union reserves the right to change any account name that it determines to be inappropriate. Failing to adhere to these conditions could result in termination of your online banking service.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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

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

**If we are unable to reasonably verify your identity, an account will not be opened nor will any formal banking relationship be established.**

We may retain a copy of your driver’s license and/or certain other types of identifying documents, when permitted by law.

**Security Measures.** Without prior notice and as allowed by applicable law, RFCU may take such other actions as we deem, through our sole discretion, to be reasonably necessary to protect against fraud or other threats to the security of your accounts or RFCU.

### OUR REGULATIONS PROHIBIT PAYMENT OF DIVIDENDS IN EXCESS OF AVAILABLE FUNDS.

**Federal law requires disclosure of the annual percentage yield (APY). The APY shows the total amount of dividends that would be paid on an assumed amount as a percentage of the assumed amount. This shows the effect of compounding on what you earn.**

### ARBITRATION AND WAIVER OF CLASS ACTION

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services that we have provided, will provide or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the “Claims”). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision (“Arbitration Agreement”), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes

(“Rules”), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS.** This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

1. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

2. **Effective Date.** This Arbitration Agreement is effective upon the 31st day after we provide it to you (“Effective Date”), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically.

3. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for nonprivileged information to the fullest extent permitted under the Rules. The Arbitrator shall not be permitted to make errors of law. The Arbitrator’s award can be entered as a judgment in court. Except as provided in applicable statutes, and except with respect to an error of law, the arbitrator’s award is not subject to review by the court and it cannot be appealed. We will pay for any filing, administration, and arbitrator fees imposed on you by the AAA or any other applicable arbitration forum. Nothing contained in this Arbitration Agreement shall prevent either you or us from applying to any court of competent jurisdiction for provisional prejudgment relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Nor shall it preclude applicable self-help remedies, such as set-off and repossession.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

4. **Class Action Waiver. ANY ARBITRATION OF A CLAIM SHALL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.**

5. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, then the remaining provisions shall remain fully enforceable.

6. **Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your relationship with us. To opt out, you must notify us in writing of your intent to do so prior to the Effective Date (defined above). Your opt-out must be sent to us at 220 Wynn Drive, Huntsville, Alabama 35893 or [info@redfcu.org](mailto:info@redfcu.org) prior to the Effective Date. Your notice of intent to opt out can be a letter that is signed by you or an email sent by you that states “I elect to opt out of the Arbitration Agreement” or any words to that effect.

## SHARE ACCOUNT (SAVINGS)

1. The minimum initial payment amount is \$5.00, which represents one (1) share.
2. An application for membership may be submitted by one eligible person. A member or non-member joint account owner may be named, but a joint owner is not, as such, a credit union member.
3. A Savings Reopening Fee will be assessed to those eligible persons who open an account within six months of closing a previous account (Please refer to the Fee Schedule provided with this Account Agreement for the fee amount).
4. You shall keep the Credit Union informed about your current mailing address. In the event you fail to do this, an address locator fee may be deducted from your Share Account (Savings) or Share Draft (Checking), if not available in Savings account, to cover charges necessary in determining your new address. (Please refer to the Fee Schedule provided in the Account Agreement for the fee amount.)

### TRUTH IN SAVINGS DISCLOSURES:

1. Rate Information. Please refer to the Account Rate Sheet for the current dividend rate and annual percentage yield (APY) provided with this Account Agreement. The dividend rate and the APY may change every month, as determined by the Credit Union's Board of Directors.
2. Compounding and Crediting. Dividends will be calculated daily and will be compounded and credited quarterly. For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period and for the example is March 31. If you close the share account before dividends are credited, you will receive dividends due at the time the account is closed. Dividends will not be earned for the day the account is closed.
3. Minimum Balance Requirements. The minimum balance to open this account is the purchase of a \$5.00 share in the Credit Union. You must maintain a minimum daily balance of \$5.00 in your account. If your balance falls below the required minimum daily balance, you must bring your account balance up to the \$5.00 par value within six months or your account will be closed and the funds in the account below \$5.00 will be forfeited.
4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day.
5. Accrual of Dividends. Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account.
6. Fees and Charges. Please refer to the Fee Schedule provided with this Account Agreement.
7. Transaction Limitations. During any calendar month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephonic or computerized order or instruction, or by check, draft, debit card (if applicable) or similar order to a third party.
8. Nature of Dividends. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.
9. Bylaw Requirements. A member who fails to complete payment of one share within six (6) months of admission to membership, or within six (6) months from the increase in the par value in shares, or a member who reduces the share balance below the par value of one share within six (6) months of the reduction may be terminated from membership at the end of a dividend period. Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing, not more than sixty (60) days notice of intention to withdraw the whole or any part of the amounts so paid in by them. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to a member's account. No member may withdraw shareholdings that are pledged as required as security on loans without the written approval of a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union, if he/she is delinquent as a borrower, or if borrowers for whom the member is a comaker, endorser, or guarantor are delinquent, without the written approval of a loan officer.
10. Par Value of Shares; Dividend Period. The par value of a regular share in this Credit Union is \$5.00. The dividend period for this account is quarterly.
11. National Credit Union Share Insurance Fund. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
12. Bonus. Various prizes may be offered to S.T.A.R. Club members depending on the promotion current at that time. These prizes may have an aggregate value in excess of \$10.00 per year depending on the number of deposits made into this account. S.T.A.R. Club members will also receive an entry form for every five

deposits made in their accounts to be used in a quarterly prize drawing.

## "YOU NAME IT" SAVINGS SHARE ACCOUNT

### TRUTH IN SAVINGS DISCLOSURES:

1. Rate Information. Please refer to the Account Rate Sheet for the current dividend rate and annual percentage yield (APY) provided with this Account Agreement. The dividend rate and the APY may change every month, as determined by the Credit Union's Board of Directors.
2. Compounding and Crediting. Dividends will be calculated daily and compounded and credited monthly. For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the ending date of a dividend period and for the example is January 31. If you close your "YOU NAME IT SAVINGS" Account before dividends are credited, you will receive dividends due at the time the account is closed. Dividends will not be earned for the day the account is closed.
3. Minimum Balance Requirements. There is no minimum balance to open this account. You must maintain a minimum daily balance of \$500.00 in this account to earn dividends. If your account falls below the minimum daily balance, you will not earn any dividends for the period your account is below the minimum daily balance.
4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day.
5. Accrual of Dividends. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 5. .
6. Fees and Charges. Please refer to the Fee Schedule provided with this Account Agreement.
7. Transaction Limitations. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 7.
8. Nature of Dividends. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 8.
9. Bylaw Requirements. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 9.
10. Par Value of Shares; Dividend Period. The par value of a regular share in this Credit Union is \$5.00. The dividend period for this account is monthly.
11. National Credit Union Share Insurance Fund. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 11.
12. Bonus. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 12.

## BRIGHTER DAY SAVINGS ACCOUNT

### TRUTH IN SAVINGS DISCLOSURES

1. Rate Information. Please refer to the Account Rate Sheet for the current dividend rate and annual percentage yield (APY) provided with this Account Agreement. The two daily balance tiers for this account are: \$0 - \$2,500 and \$2,500.01 and above. The stated dividend rate and APY will be paid only on the portion of your daily balance that falls within the applicable Brighter Day Savings Account tier. The dividend rate and the APY may change every month, as determined by the Credit Union's Board of Directors.
2. Compounding and Crediting. Dividends will be calculated daily and will be compounded and credited quarterly. For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period and for the example is March 31. If you close the share account before dividends are credited, you will receive dividends due at the time the account is closed. Dividends will not be earned for the day the account is closed.
3. Minimum Balance Requirements. There is no minimum balance required to open this account or earn the disclosed APY.
4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day.
5. Accrual of Dividends. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 5.
6. Fees and Charges. Please refer to the Fee Schedule provided with this Account Agreement.
7. Transaction Limitations. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 7.

8. Nature of Dividends. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 8.
9. Bylaw Requirements. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 9.
10. Par Value of Shares; Dividend Period. The par value of a regular share in this Credit Union is \$5.00. The dividend period for this account is quarterly.
11. National Credit Union Share Insurance Fund. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 11.

OTHER TERMS AND CONDITIONS FOR SHARE ACCOUNT (SAVINGS), “YOU NAME IT” SAVINGS, AND BRIGHTER DAY SAVINGS ACCOUNTS:

Each owner of this account agrees with the Credit Union as follows:

1. Both individual and jointly owned share accounts are available to Credit Union members. If the names of two (2) or more persons appear as owners of any type of share account (excluding Individual Retirement Accounts), they will have equal rights to the entire account during their lifetimes. Upon the death of any joint owner, the surviving joint owner(s) shall have equal rights to the total amount in the share account including paid or accrued dividends. Joint ownership on minor accounts is limited to the minor’s parent or legal guardian; however, the account ownership is not required to be the same on all minor accounts;
2. Although two (2) or more persons may be designated as owners of any type of share account (excluding Individual Retirement Accounts), the Credit Union reserves the right to limit the number of joint owners per account number and the number of accounts on which an individual may be designated as a joint owner. Members may not name as joint share account owners or co-borrowers anyone who has caused the Credit Union a loss;
3. With the exceptions noted below, to remove a joint owner from any type of share account, it may be necessary that the account be closed and a new account be opened regardless of whether the member is still in the field of membership of the Credit Union. When a joint owner on an account is deceased, the account owner may maintain the account. However, when an account owner on an account is deceased, the joint owner on the account may not maintain the account. The account must be closed. If the joint owner does not have an account he/she is eligible to open a new account under a new account number.
4. Except for Share Draft (Checking) accounts, Credit Union shares are not transferable, except on the books of the Credit Union. Credit Union membership cannot be transferred;
5. Deposits or transfers of funds to or from your Share Account (Savings), Brighter Day Savings, and/or “YOU NAME IT” Savings Account may be made in person, by mail, by telephone request (CALL-24), and via online banking, (subject to limitations stated in Share Account (Savings), Truth in Savings Disclosure section, No. 7);
6. Redstone Federal Credit Union may choose to require seven (7) days written notice for a withdrawal from any savings account. Withdrawals are subject to the provisions and restrictions contained in any loan agreement and such other terms and conditions as the Credit Union may establish from time to time, without necessity for the member’s approval, and the member agrees to be bound by any such changes;
7. A Share Account (Savings), Brighter Day Savings, or “YOU NAME IT” Savings Account will be considered dormant if it is inactive for 365 days and has no member-initiated activity. (Direct deposits, preauthorized transactions, automatic deductions, payroll deductions, and similar transactions are not considered member-initiated activity.) Any Share Account (Savings), Brighter Day Savings, or “YOU NAME IT” Savings Account with a zero balance and no member-initiated activity for 365 days may be closed by the Credit Union. A Share Account (Savings) may be closed only if certain other conditions are met (including, but not limited to, the member does not have any active loans or other accounts under his/her member number);
8. The Credit Union reserves the right to amend this Agreement by mailing the member a written notice of the modification within 30 days of the effective date of the modification. Written notice is considered given when mailed to the address shown on the periodic statement;
9. The Credit Union reserves the right of setoff if a member owes the Credit Union money as a borrower, comaker, cosigner, guarantor, or otherwise. Each joint owner agrees that the Credit Union may use the account to satisfy any one of their individual obligations; similarly, each joint owner agrees that the Credit Union may use the funds in their individual account to satisfy obligations of the joint account. The right of setoff does not apply to IRAs or other tax-deferred retirement accounts;
10. Any garnishment or levy against the account is subject to the Credit Union’s right of setoff and security interest. The Credit union may refuse to allow any withdrawals until the dispute is resolved;
11. The Credit Union may recover any attorney’s fees associated with defending

- the Credit Union’s interest where the interest of the Credit Union is adverse to that of the member;
12. Shares in the Share Account (Savings) may not be withdrawn below the amount pledged as collateral on a loan without the approval of a loan officer. Shares in a “YOU NAME IT” Savings Account or Brighter Day Savings Account may not be used as collateral for a loan;
13. All statements and notices concerning this account will be mailed to the person whose signature appears first on the Application for Services for this account at the last address known to the Credit Union. The Credit Union is relieved of all liability for items lost in delivery by U.S. Mail or any other method of delivery requested or not requested for or by the member, and is authorized to destroy any statements, vouchers, and notices returned undelivered by the U.S. Postal Service;
14. The Credit Union may, at its sole discretion, transfer funds, if your Share Account (Savings) has a sufficient available balance to cover any transaction that would create an overdraft. This type of overdraft protection transfer is not available with “YOU NAME IT” Savings Accounts or Brighter Day Savings Account. **IF THIS IS A JOINT ACCOUNT, EACH JOINT OWNER IS JOINTLY AND SEVERALLY LIABLE TO THE CREDIT UNION FOR ALL OVERDRAFTS PAID OVER THE SIGNATURE OF ANY OF THEM;**
15. The Credit Union may, at its discretion, supply a missing endorsement or accept any check or draft made payable to any account owner for deposit to this account without an endorsement;
16. The amount(s) of any member deposit will be verified by the Credit Union at the time of deposit or, in some instances, after the deposit is made. Once amount(s) is/are verified, the Credit Union reserves the right to correct any entries at a later time if amount(s) is/are in error. Any objection respecting any item shown on a statement of this account shall be absolutely barred and waived unless made in writing to the Credit Union within twenty (20) days following the date the statement is mailed. Notice is considered effective when received by the Credit Union;
17. When receiving items for deposit or collection, the Credit Union acts as your agent and assumes no responsibility beyond the exercise of ordinary care. All items credited are subject to final payment. The Credit Union is under no obligation to accept for deposit or cash any check that you present. A Chargeback Fee may be imposed for an item deposited into the account and returned unpaid. (Please refer to the Fee Schedule for the fee amount);
18. Dividends will not be earned on withdrawn funds for the day the funds are withdrawn. Paid dividends not withdrawn are added to the account balance and compounded;
19. An Escheat Fee will be charged per member on any accounts, and the account[s] will be closed, if the account has been inactive for the period of time specified in the Alabama Unclaimed Property Law, or appropriate statute in Tennessee, has no active loans and the Credit Union has had no contact with the account owner for this period of time. (Please refer to the Fee Schedule for the maximum Escheat Fee amount that will be charged. If the account balance is below the maximum fee amount, the fee will equal the available balance remaining);
20. Official Checks are valid (negotiable) for six (6) months after the date of issuance. If an Official Check has not cleared your account after six (6) months, it will be voided and re-deposited into the share account it was drawn from. You will be notified in writing when the Official Check is re-deposited. If the Official Check has not cleared your account after six (6) months, you should contact the payee and make other arrangements for payment;
21. You may remove a joint from your account one time without incurring a fee. After the first request, a Remove Joint Fee will be charged each time you add the same joint to your account that was removed within a six-month period. (Please refer to the Fee Schedule for the fee amount);
22. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements which we provide;
23. Credit given by Redstone Federal Credit Union to you with respect to an automated clearing house credit entry is provisional until Redstone Federal Credit Union receives final settlement for such entry through a Federal Reserve Bank. If Redstone Federal Credit Union does not receive final settlement, you are hereby notified and agree that Redstone Federal Credit Union is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry;
24. Redstone Federal Credit Union may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in

accordance with and governed by the laws of the state of Alabama as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

25. Only one Brighter Day Savings Account is allowed per member.

26. At our discretion, we may make the funds for certain ACH credit transactions, including most payroll deposits, available to you before the ACH deposit's scheduled payment date. The date that funds are made available to you will be reflected in your applicable account's transaction history. Whether or not funds are made available early and exactly when the funds are made available depend on when we receive the payment instructions from the ACH payor and are subject to fraud prevention measures and other applicable restrictions. We do not guarantee that funds will be made available early or that funds will be made available by any specific time of day. Any funds that we don't make available early will be made available according to our Funds Availability Agreement.

27. Each account owner will pay the Credit Union promptly upon demand the amount of all fees and charges of any nonsufficient funds/overdrafts on this account as well as all costs of collection, including reasonable attorney's fees, or in connection with any other account litigation where the Credit Union's interest is adverse to that of the member. The Credit Union is not liable to the member if paying a third party leaves insufficient funds in the account to cover outstanding drafts or other items. The member is responsible for any fees associated with any court order.

28. A non-sufficient funds (negative) balance may result from: A) The payment of checks (if applicable), electronic funds transfers, or other withdrawal requests; B) Payments authorized by you (including ACH transactions); C) The return, unpaid, of items deposited by you in certain situations; D) The imposition of applicable service charges; or E) The deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet "available" or finally paid.

## SHARE DRAFT (CHECKING) ACCOUNTS

Each person whose signature appears on the Application for Services requests that the Credit Union establish a Share Draft (Checking) Account, and agrees to the terms set forth in the Account Agreement and policies adopted from time to time by the Board of Directors. Deposits to this account may be made at any time. You may withdraw or write checks in payment of cash deposits and collected funds on the day the Credit Union has credited your payment to this account. Subject to applicable "check hold" laws, if the Credit Union has to wait for deposited checks or other uncollected funds to clear, there may be a delay before you can withdraw those funds or write checks against them. This Agreement covers any Share Draft (Checking) account(s) held by you now or in the future, unless notified by the Credit Union of any change in terms.

Checking accounts are offered to members in good standing whose checking account histories are acceptable to the Credit Union.

### Easy Checking Account:

#### TRUTH IN SAVINGS DISCLOSURES:

1. **Rate Information.** This is a non-dividend bearing account.
2. **Minimum Balance Requirements.** The minimum balance amount required to open this account is \$25.00. There is no minimum balance required to maintain this account.
3. **Fees and Charges.** You must make four or more Point of Sale (POS) debit card purchase transactions per calendar month from this account or have at least one direct deposit transaction per calendar month credited to this checking account to avoid the Easy Checking Maintenance Fee. If you do not meet at least one of these two conditions for the month, your account will be charged the Easy Checking Maintenance Fee for that month. The debit card purchase transactions must be posted to the account during the calendar month to qualify. The Easy Checking Maintenance Fee is waived for members aged 24 years or younger. Please refer to the Fee Schedule provided with this Account Agreement for the Easy Checking Maintenance Fee amount and other fee amounts associated with this account.
4. **Transaction Limitations.** No transaction limitations apply to this account.
5. **Bylaw Requirements.** Please refer to the Share Account (Savings), Truth in Savings, Disclosure section, No. 9.
6. **Par Value of Shares.** The par value of a regular share in this Credit Union is \$5.00.
7. **National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

### Rewards Checking Account:

#### TRUTH IN SAVINGS DISCLOSURES:

1. **Rate Information.** This is a non-dividend-bearing account.
2. **Minimum Balance Requirements.** The minimum balance amount required to open this account is \$25.00. There is no minimum balance required to maintain this account.
3. **Fees and Charges.** You must make four or more Point of Sale (POS) debit card purchase transactions per calendar month from this account or have at least one direct deposit transaction per calendar month credited to this checking account to avoid the Rewards Checking Maintenance Fee. If you do not meet at least one of these two conditions for the month, your account will be charged the Rewards Checking Maintenance Fee for that month. The debit card purchase transactions must be posted to the account during the calendar month to qualify. The Rewards Checking Maintenance Fee is waived for members aged 24 years or younger. Please refer to the Fee Schedule provided with this Account Agreement for the Rewards Checking Maintenance Fee amount and other fee amounts associated with this account.
4. **Transaction Limitations.** No transaction limitations apply to this account.
5. **Bylaw Requirements.** Please refer to the Share Account (Savings), Truth in Savings, Disclosure section, No. 9.
6. **Par Value of Shares.** The par value of a regular share in this Credit Union is \$5.00.
7. **National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

### Safeguard Checking Account:

#### TRUTH IN SAVINGS DISCLOSURES:

1. **Rate Information.** This is a non-dividend-bearing account.
2. **Minimum Balance Requirements.** The minimum balance required to open this account is \$25.00. There is no minimum balance required to maintain this account.
3. **Fees and Charges.** The Safeguard Checking Maintenance Fee varies depending on the member's age and the receipt of eStatements. Please refer to the Fee Schedule for the Safeguard Checking Maintenance Fee amount(s) and other fee amounts associated with this account. The Safeguard Checking Maintenance Fee is waived for members aged 24 years or younger. To receive eStatements, you must be an active online banking user and you must sign up for eStatements in online banking.
4. **Transaction Limitations.** No transaction limitations apply to this account. Checks should not be used on this account. Overdraft Privilege is not available for the Safeguard Checking Account. If you do not have sufficient funds in your Safeguard Checking Account or share savings account to cover a transaction, the transaction will be declined. It is possible that a payment may be posted to your account in some merchant situations (such as merchant-requested pre-authorizations to validate the account); however, in those situations, you will not be charged a non-sufficient funds fee.
5. **Bylaw Requirements.** Please refer to the Share Account (Savings), Truth in Savings, Disclosure section, No. 9.
6. **Par Value of Shares.** The par value of a regular share in this Credit Union is \$5.00.
7. **National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

### Liberty Checking Account and Privilege Checking Account (For members age 55 and over):

*[Please note: The Liberty and Privilege Checking Accounts are no longer available for new checking account requests.]*

#### TRUTH IN SAVINGS DISCLOSURES:

1. **Rate Information.** This is a non-dividend bearing account.
2. **Minimum Balance Requirements.** There is no minimum balance amount required to open or maintain this account.
3. **Fees and Charges.** Please refer to the Fee Schedule provided with this Account Agreement for the fee amounts associated with this account.
4. **Transaction Limitations.** No transaction limitations apply to this account.
5. **Bylaw Requirements.** Please refer to the Share Account (Savings), Truth in Savings, Disclosure section, No. 9.
6. **Par Value of Shares.** The par value of a regular share in this Credit Union is \$5.00.
7. **National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

OTHER TERMS AND CONDITIONS FOR EASY, REWARDS, SAFEGUARD, LIBERTY, AND PRIVILEGE CHECKING ACCOUNTS:

Each owner of this account agrees with the Credit Union as follows:

1. Except as provided below, the provisions respecting bank deposits and collections in the Uniform Commercial Code of Alabama shall apply to transactions on this account and the term "bank" in said law shall include this Credit Union for purposes of applying the law to this Agreement;
2. Only checks and other methods approved by the Credit Union may be used to withdraw funds from this checking account. Checks are available in several different styles and designs. As a courtesy, the Credit Union may provide a limited number of temporary checks to assist members while their check order is in process. The Credit Union reserves the right to limit the number of temporary checks provided to members;
3. Our checking accounts may be an individual or joint account (with the exception of some minor accounts). Members may not name as joint share account owners or co-borrowers anyone who has caused the Credit Union a loss. The Credit Union is authorized to pay checks signed by any owner of this account and to charge the payments against this checking account or, subject to No. 9 and 10 below, against any share account or open-end loan account;  
IF THIS IS A JOINT ACCOUNT, EACH JOINT OWNER IS JOINTLY AND SEVERALLY LIABLE TO THE CREDIT UNION FOR ALL OVERDRAFTS PAID OVER THE SIGNATURE OF ANY OF THEM;
4. Funds on deposit in this checking account may not be specifically pledged or set aside by any owner of the account as collateral for a loan;
5. Deposits or transfers of funds to or from your checking account may be made in person, by mail, by telephone request (CALL-24), via online banking, and through ATMs or ITMs;
6. All statements and notices concerning this account will be mailed to the person whose signature appears first on the Application for Services for this account at the last address known to the Credit Union. The Credit Union is relieved of all liability for items lost in delivery by U.S. Mail or any other method of delivery requested or not requested for or by the member, and is authorized to destroy any statements, vouchers, and notices returned undelivered by the U.S. Postal Service;
7. You may use information from your share draft (check) to initiate a one-time electronic funds transfer from your account. If you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you don't physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized;
8. The Credit Union may pay a check on whatever day it is presented notwithstanding the date (or any limitation on the time payment) appearing on the check. The Credit Union's determination of the account balance shall be made at any time between presentation of an item(s) and the Credit Union's midnight deadline, with only one review of the account required. The Credit Union is not liable for any payment or nonpayment of a check;
9. The Credit Union may, at its sole discretion, transfer funds, if your Share Account (Savings) has a sufficient available balance to cover any transaction that would create an overdraft. This type of overdraft protection transfer is not available from "YOU NAME IT" Savings or Brighter Day Savings Accounts. Honoring past overdrafts does not obligate the Credit Union to honor future overdrafts. If the Share Draft (Checking) Account is overdrawn, the Credit Union may transfer funds deposited into the Share Account (Savings) to bring the Share Draft (Checking) Account to a positive balance;
10. If overdraft protection has been requested through an open-end line of credit, any item or transaction that is presented for payment against non-sufficient funds will be deemed to be a request for an advance under the terms and conditions of that open-end loan account, provided sufficient credit is available, and a loan advance to pay the item or transaction will be credited to this account as provided in the Overdraft Protection Loan disclosures, Astro Line of Credit Agreement and Disclosure Statement, or any other applicable line of credit agreement/disclosures;
11. The Credit Union may accept, pay or collect on the account of a member who dies or is adjudicated incompetent until it is notified of the death or adjudication of incompetence (by court order) of the member and has a reasonable opportunity to act on it. Even with the knowledge of a member's death, the Credit Union may, for ten (10) days after the date of death, pay checks drawn before death unless ordered to stop payment by a person claiming an interest in the account;
12. The Credit Union is under no obligation to pay a check on which the date is more than six (6) months old;
13. The Credit Union may disregard any information on a check, other than the identification of the payor bank, payable through bank and payee, the amount, and any other information that appear on the MICR line. Due to truncation and automatic processing, any restrictive legends (e.g., "void after 90 days") cannot be caught by the Credit Union and the Credit Union is not liable for payment of a

check bearing any such legend;

14. The account owners waive protest for and notice of dishonor and/or nonpayment of any items deposited;
15. The Credit Union reserves the right of setoff if a member owes the Credit Union money as borrower, guarantor, or otherwise. The Credit Union may use the account to pay the debt even if withdrawal results in dishonor of subsequent drafts. Each joint owner agrees that the Credit Union may use the account to satisfy any one of their individual obligations; similarly, each joint owner agrees that the Credit Union may use the funds in their individual accounts to satisfy obligations of the joint account. The right of setoff does not apply to IRAs or other tax-deferred retirement accounts;
16. Credit given for all non-cash items that are cashed or deposited in this account by any owner or joint owner is conditional and subject to final payment. A Chargeback Fee may be imposed for an item deposited into the account and returned unpaid. (Please refer to the Fee Schedule for the fee amount);
17. Any garnishment or levy against the account is subject to the Credit Union's right of setoff and security interest. The Credit Union may refuse to allow any withdrawals until the dispute is resolved;
18. The Credit Union may, at its discretion, supply a missing endorsement; or accept any check or draft made payable to any account owner for deposit to this account without an endorsement;
19. Official Checks are valid (negotiable) for six (6) months after the date of issuance. If an Official Check has not cleared your account after six (6) months, it will be voided and re-deposited into the share account it was drawn from. You will be notified in writing when the Official Check is re-deposited. If the Official Check has not cleared your account after six (6) months, you should contact the payee and make other arrangements for payment;
20. All check forms and paid checks under this account are the property of the Credit Union. Each account owner is responsible for notifying the Credit Union immediately of any loss or theft of a check. Paid checks are not included with statements of this account, but copies may be obtained from the Credit Union upon request and payment of a nominal charge (Please refer to the Fee Schedule for the fee amount). The amount(s) of any member deposit will be verified by the Credit Union at the time of deposit or, in some instances, after the deposit is made. Once amount(s) is/are verified, the Credit Union reserves the right to correct any entries at a later time if amount(s) is/are in error. Any objection respecting any item shown on a statement of this account shall be absolutely barred and waived unless made in writing to the Credit Union within twenty (20) days following the date the statement is mailed. Notice is considered effective when received by the Credit Union. The Credit Union will not be liable if items were forged or altered in a way that fraud could not be detected by a reasonable inspection;
21. This account shall be subject to service charges in accordance with the Fee Schedule that is adopted by the Credit Union and in effect. A Fee Schedule will be provided with this Account Agreement;
22. Any owner or joint owner of this account may request a stop payment order. A stop payment order must identify your name, account number, the date of the check, the payee of the check, the check number, the amount of the check, and the reason for the request. A stop payment order must be requested prior to any action being taken on the item by the Credit Union. A stop payment made orally must be confirmed in writing with fourteen (14) calendar days of the original order. A stop-payment order received or confirmed in writing is effective for six months. A stop payment order may be renewed for additional six-month periods by providing a written request to the Credit Union prior to the expiration of the then current stop payment order. If the Credit Union fails to stop payment of a check that has a valid stop payment order, the Credit Union will re-credit your account for the amount of the check or for the amount of your loss, whichever is less. The Credit Union's duty to re-credit in this regard is expressly subject to your duties under Section 4-403(c) of the Uniform Commercial Code. You agree to transfer to the Credit Union all rights against the payee or other holder of the check to facilitate subrogation under the Uniform Commercial Code if the Credit Union pays a check over a valid stop payment order. All stop payment requests are subject to payment of a fee as set forth in the Fee Schedule provided with this Account Agreement;
23. Each account owner will pay the Credit Union promptly upon demand the amount of all fees and charges of any overdraft(s) on this account as well as all costs of collection, including reasonable attorney's fees, or in connection with any other account litigation where the Credit Union's interest is adverse to that of the member. The Credit Union is not liable to the member if paying a third party leaves insufficient funds in the account to cover outstanding drafts or items. The member is responsible for any fees associated with any court order;
24. Our customary fees and charges, including without limitation our non-sufficient funds/overdraft fees as set forth in our current fee schedules, will be included in the Overdraft Privilege limits and will be charged for each non-sufficient funds (NSF) item that will or would overdraw your account including,

but not limited to, Checks, Debit Drafts (paper), ACH Debits, Bill Pay Debits, POS (Point of Sale) Purchases, and Redstone Federal Credit Union Teller Cashed Checks;

25. A non-sufficient funds (negative) balance may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you (if applicable); D) The imposition of applicable service charges; or E) The deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet "available" or finally paid;

26. When receiving items for deposit or collection, the Credit Union acts as your agent and assumes no responsibility beyond the exercise of ordinary care. All items credited are subject to final payment. The Credit Union is under no obligation to accept for deposit or cash any check that you present;

27. The Credit Union may terminate this Agreement upon mailing a notice to the address on record. This account may also be terminated without notice if any check(s) or item(s) is/are returned unpaid because of insufficient funds in this account or if this or any other share or loan account of the member is not maintained in a manner that is satisfactory to the Credit Union. No termination of the account or Agreement will affect the liability of any account owner for payment under No. 23 above;

28. The Credit Union reserves the right to amend this Agreement by mailing the member a written notice of modification within thirty (30) days from the date the modification is effective. Written notice is considered given when mailed to the address shown on the periodic statement;

29. Check order fees will be deducted from your account. The charge will vary according to the type of checks you order;

30. An Escheat Fee will be charged per member on any accounts, and the account[s] will be closed, if the account has been inactive for the period of time specified in the Alabama Unclaimed Property Law, or appropriate statute in Tennessee, has no active loans and the Credit Union has had no contact with the account owner for this period of time. (Please refer to the Fee Schedule for the maximum Escheat Fee amount that will be charged. If the account balance is below the maximum fee amount, the fee will equal the available balance remaining.);

31. A monthly Dormant Checking Fee will be charged on inactive checking accounts. (An inactive checking account is one that has had no member-initiated activity for 180 days.) No fees will be charged if the checking account balance is zero. The Credit Union will not allow the Dormant Checking Fee to draw the checking account balance below zero. (Please refer to the Fee Schedule for the fee amount.) Any checking account with a zero balance and no member-initiated activity for 180 days may be closed by the Credit Union;

**32. Privilege Checking Accounts were available for members age 55 or older; however, these accounts are no longer available for new checking account requests;**

33. A member must be 13 years old or older to open a checking account with a parent or legal guardian as a joint owner. Only a Safeguard Checking Account may be opened by a minor aged 16 years or older without a joint owner. A minor cannot open an Easy or Rewards Checking Account without a joint owner. Joint ownership on minor accounts is limited to the minor's parent or legal guardian; however, the account ownership is not required to be the same on all minor accounts. The parent or legal guardian will remain responsible for the account and any electronic service activated or applied for by the minor until written notice is received by the Credit Union requesting removal from the account;

34. You may remove a joint from your account one time without a incurring a fee. After the first request, a Remove Joint Fee will be charged each time you add the same joint to your account that was removed within a six-month period. (Please refer to the Fee Schedule for the fee amount);

35. You acknowledge that the Credit Union may from time to time, in its sole discretion, reject any electronic funds transfer (EFT) or return any EFT for the following reasons: (a) if there is an insufficient available balance in the account or the account has been closed or frozen, or (b) if the EFT does not conform to the terms of this Agreement. If an EFT is returned, the Credit Union will notify you and you will have the sole obligation to remake the EFT in accordance with the terms of this Agreement. The Credit Union may from time to time, in its sole discretion and without any obligation to do so, make any EFT even though an overdraft to the account may result. To the extent permitted by applicable law, you agree that the Credit Union will have no liability whatsoever for rejecting or returning any EFT. If an overdraft occurs in an account, you agree to cause sufficient funds in your available balance to pay the amount of the overdraft to be deposited into or credited to the account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand;

36. Credit given by Redstone Federal Credit Union to you with respect to an automated clearing house credit entry is provisional until Redstone Federal Credit Union receives final settlement for such entry through a Federal Reserve

Bank. If Redstone Federal Credit Union does not receive final settlement, you are hereby notified and agree that Redstone Federal Credit Union is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry;

37. Redstone Federal Credit Union may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Alabama as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account;

38. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements which we provide.

39. Additional benefits are available with the Rewards Checking account. Please contact a Credit Union employee to learn more about these benefits.

40. At our discretion, we may make the funds for certain ACH credit transactions, including most payroll deposits, available to you before the ACH deposit's scheduled payment date. The date that funds are made available to you will be reflected in your applicable account's transaction history. Whether or not funds are made available early and exactly when the funds are made available depend on when we receive the payment instructions from the ACH payor and are subject to fraud prevention measures and other applicable restrictions. We do not guarantee that funds will be made available early or that funds will be made available by any specific time of day. Any funds that we don't make available early will be made available according to our Funds Availability Agreement.

## MONEY MARKET SHARE ACCOUNT

### TRUTH IN SAVINGS DISCLOSURES:

1. Rate Information. The dividend rates and annual percentage yields (APY) are based on the daily balance of the account. The dividend rate will be paid on the entire balance in the account based on the daily balance level. No dividends will be paid on daily balances that fall below \$2,000. The following daily balance levels apply:

Daily Balance Level 1	\$2,000.00 to \$4,999.99
Daily Balance Level 2	\$5,000.00 to \$49,999.99
Daily Balance Level 3	\$50,000.00 to \$99,999.99
Daily Balance Level 4	\$100,000.00 and above

Please refer to the Account Rate Sheet for the current dividend rates and annual percentage yields. The dividend rates and annual percentage yields may change each month as determined by the Credit Union's Board of Directors.

2. Compounding and Crediting. Dividends will be calculated daily and compounded and credited monthly. For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January

31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the ending date of a dividend period and for the example is January 31. If you close your Money Market Share Account before dividends are credited, you will receive dividends due at the time the account is closed. Dividends will not be earned for the day the account is closed.

3. Minimum Balance Requirements. The minimum balance to open this account is \$2,000.00. You must maintain a minimum daily balance of \$2,000.00 in your account to earn dividends. If your account falls below the minimum daily balance, you will not earn dividends for the length of time your account is below the minimum daily balance.

4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day.

5. Accrual of Dividends. Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account.

6. Fees and Charges. Please refer to the Fee Schedule provided with this Account Agreement for the fee amounts associated with this account.

7. Transaction Limitations. During any calendar month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephonic or computerized order or instruction, or by check, draft, debit card (if applicable) or similar order to a third party.

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

9. Bylaw Requirements. Please refer to Share Account (Savings), Truth in Sav-

ings Disclosure section, No. 9.

10. Par Value of Shares; Dividend Period. The par value of a regular share in this Credit Union is \$5.00. The dividend period of the Credit Union for Money Market Share Accounts is monthly and for Share Account (Savings) is quarterly.

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

#### OTHER TERMS AND CONDITIONS:

Each owner of the account agrees with the Credit Union as follows:

1. Redstone Federal Credit Union may choose to require seven (7) days written notice for a withdrawal from this Money Market Share Account;
2. Except as provided below, the provisions respecting bank deposits and collections in the Uniform Commercial Code of Alabama shall apply to transactions on this account and the term "bank" in said law shall include this Credit Union for purposes of applying the law to this Agreement;
3. Only checks and other methods approved by the Credit Union may be used to withdraw funds from this account;
4. This account may be an individual or joint account. Members may not name as joint share account owners or co-borrowers anyone who has caused the Credit Union a loss. The Credit Union is authorized to pay checks signed by any owner of this account and to charge the payments against this checking account; IF THIS IS A JOINT ACCOUNT, EACH JOINT OWNER IS JOINTLY AND SEVERALLY LIABLE TO THE CREDIT UNION FOR ALL CHECKS PAID OVER THE SIGNATURE OF ANY OF THEM;
5. Funds on deposit in this account may not be specifically pledged or set aside by any owner of the account as collateral for a loan;
6. All statements and notices concerning this account will be mailed to the person whose signature appears first on the Application for Services for this account at the last address known to the Credit Union. The Credit Union is relieved of all liability for items lost in delivery by U.S. Mail or any other method of delivery requested or not requested for or by the member, and is authorized to destroy any statements, vouchers, and notices returned undelivered by the U.S. Postal Service;
7. A Money Market Share Account will be considered dormant if it is inactive for 365 days and has no member-initiated activity. Any Money Market Share Account with a zero balance and no member-initiated activity for 365 days may be closed by the Credit Union;
8. You may use information from your Money Market share draft (check) to initiate a one-time electronic fund transfer from your account;
9. If you voluntarily give information about your account (such as our routing number and the 10-digit account number appearing at the bottom of your check) to a party who is seeking to sell you goods or services, and you don't physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized;
10. The Credit Union may pay a check on whatever day it is presented notwithstanding the date (or any limitation on the time payment) appearing on the check. The Credit Union's determination of the account balance shall be made at any time between presentation of an item(s) and the Credit Union's midnight deadline, with only one review of the account required. The Credit Union is not liable for any payment or nonpayment of a check;
11. The Credit Union may accept, pay or collect on the account of a member who dies or is adjudicated incompetent until it is notified of the death or adjudication of incompetence (by court order) of the member and has a reasonable opportunity to act on it. Even with the knowledge of a member's death, the Credit Union may, for ten (10) days after the date of death, pay checks drawn before death unless ordered to stop payment by a person claiming an interest in the account;
12. The Credit Union is under no obligation to pay a check on which the date is more than six (6) months old;
13. The Credit Union may disregard any information on a check, other than the identification of the payor bank, payable through bank and payee, the amount, and any other information that appear on the MICR line. Due to truncation and automatic processing, any restrictive legends (e.g., "void after 90 days") cannot be caught by the Credit Union and the Credit Union is not liable for payment of a check bearing any such legend;
14. The account owners waive protest for and notice of dishonor and/or nonpayment of any items deposited;
15. The Credit Union reserves the right of setoff if a member owes the Credit Union money as borrower, guarantor, or otherwise. The Credit Union may use the account to pay the debt even if withdrawal results in dishonor of subsequent drafts. Each joint owner agrees that the Credit Union may use the account to satisfy any one of their individual obligations; similarly, each joint owner agrees that the Credit Union may use the funds in their individual accounts to satisfy obligations of the joint account. The right of setoff does not apply to IRAs or other tax-deferred retirement accounts;

16. Credit given for all non-cash items that are cashed or deposited in this account by any owner or joint owner is conditional and subject to final payment. A Chargeback Fee may be imposed for an item deposited into the account and returned unpaid. (Please refer to the Fee Schedule for the fee amount);

17. Any garnishment or levy against the account is subject to the Credit Union's right of setoff and security interest. The Credit Union may refuse to allow any withdrawals until the dispute is resolved;

18. The Credit Union may, at its discretion, supply a missing endorsement; or accept any check or draft made payable to any account owner for deposit to this account without an endorsement;

19. Official Checks are valid (negotiable) for six (6) months after the date of issuance. If an Official Check has not cleared your account after six (6) months, it will be voided and re-deposited into the share account it was drawn from. You will be notified in writing when the Official Check is re-deposited. If the Official Check has not cleared your account after six (6) months, you should contact the payee and make other arrangements for payment;

20. All check forms and paid checks under this account are the property of the Credit Union. Each account owner is responsible for notifying the Credit Union immediately of any loss or theft of a check. Paid checks are not included with statements of this account, but copies may be obtained from the Credit Union upon request and payment of a nominal charge (Please refer to the Fee Schedule for the fee amount). The amount(s) of any member deposit will be verified at the time of deposit or, in some instances, after the deposit is made. Once amount(s) is/are verified, the Credit Union reserves the right to correct any entries at a later time if amount(s) is/are in error. Any objection respecting any item shown on a statement of this account shall be absolutely barred and waived unless made in writing to the Credit Union within twenty (20) days following the date the statement is mailed. Notice is considered effective when received by the Credit Union. The Credit Union will not be liable if items were forged or altered in a way that fraud could not be detected by a reasonable inspection;

21. Any owner or joint owner of this account may request a stop payment order. A stop payment order must identify your name, account number, the date of the check, the payee of the check, the check number, the amount of the check and the reason for the request. A stop payment order must be requested prior to any action being taken on the item by the Credit Union. A stop payment made orally must be confirmed in writing with fourteen (14) calendar days of the original order. A stop-payment order received or confirmed in writing is effective for six months. A stop payment order may be renewed for additional six-month periods by providing a written request to the Credit Union prior to the expiration of the then current stop payment order. If the Credit Union fails to stop payment of a check that has a valid stop payment order, the Credit Union will re-credit your account for the amount of the check or for the amount of your loss, whichever is less. The Credit Union's duty to re-credit in this regard is expressly subject to your duties under Section 4-403(c) of the Uniform Commercial Code. You agree to transfer to the Credit Union all rights against the payee or other holder of the check to facilitate subrogation under the Uniform Commercial Code if the Credit Union pays a check over a valid stop payment order. All stop payment requests are subject to payment of a fee as set forth in the Fee Schedule provided with this Account Agreement;

22. Each account owner will pay the Credit Union promptly upon demand the amount of all fees and charges of any overdraft(s) on this account as well as all costs of collection, including reasonable attorney's fees, or in connection with any other account litigation where the Credit Union's interest is adverse to that of the member. The Credit Union is not liable to the member if paying a third party leaves insufficient funds in the account to cover outstanding drafts or items. The member is responsible for any fees associated with any court order;

23. When receiving items for deposit or collection, the Credit Union acts as your agent and assumes no responsibility beyond the exercise of ordinary care. All items credited are subject to final payment. The Credit Union is under no obligation to accept for deposit or cash any check that you present;

24. The Credit Union may terminate this Agreement upon mailing a notice to the address on record. This account may also be terminated without notice if any check(s) or item(s) is/are returned unpaid because of insufficient funds in this account or if this or any other share or loan account of the member is not maintained in a manner that is satisfactory to the Credit Union. No termination of the account or Agreement will affect the liability of any account owner for payment under No. 22 above;

25. The Credit Union reserves the right to amend this Agreement by mailing the member a written notice of modification within thirty (30) days from the date the modification is effective. Written notice is considered given when mailed to the address shown on the periodic statement;

26. Paid dividends not withdrawn are added to the account balance and compounded;

27. An Escheat Fee will be charged per member on any accounts, and the account[s] will be closed, if the account has been inactive for the period of time

specified in the Alabama Unclaimed Property Law, or appropriate statute in Tennessee, has no active loans and the Credit Union has had no contact with the account owner for this period of time. (Please refer to the Fee Schedule for the maximum Escheat Fee amount that will be charged. If the account balance is below the maximum fee amount, the fee will equal the available balance remaining.);

28. You may remove a joint from your account one time without a incurring a fee. After the first request, a Remove Joint Fee will be charged each time you add the same joint to your account that was removed within a six-month period. (Please refer to the Fee Schedule for the fee amount);

29. Credit given by Redstone Federal Credit Union to you with respect to an automated clearing house credit entry is provisional until Redstone Federal Credit Union receives final settlement for such entry through a Federal Reserve Bank. If Redstone Federal Credit Union does not receive final settlement, you are hereby notified and agree that Redstone Federal Credit Union is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry;

30. Redstone Federal Credit Union may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Alabama as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account;

31. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements which we provide.

32. At our discretion, we may make the funds for certain ACH credit transactions, including most payroll deposits, available to you before the ACH deposit's scheduled payment date. The date that funds are made available to you will be reflected in your applicable account's transaction history. Whether or not funds are made available early and exactly when the funds are made available depend on when we receive the payment instructions from the ACH payor and are subject to fraud prevention measures and other applicable restrictions. We do not guarantee that funds will be made available early or that funds will be made available by any specific time of day. Any funds that we don't make available early will be made available according to our Funds Availability Agreement.

## **CHRISTMAS CLUB SHARE ACCOUNT**

### TRUTH IN SAVINGS DISCLOSURE:

1. Rate Information. Please refer to the Account Rate Sheet for the current dividend rate and annual percentage yield (APY) provided with this Account Agreement. The dividend rate and the annual percentage yield may change every month, as determined by the Credit Union's Board of Directors.

2. Compounding and Crediting. Please refer to Share Account (Savings), Truth in Savings Disclosure section, No.2.

3. Minimum Balance Requirements. No minimum balance is required to open or maintain this account.

4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day.

5. Accrual of Dividends. Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account.

6. Fees and Charges. Please refer to the Fee Schedule provided with this Account Agreement for the fee amounts associated with this account.

7. Transaction Limitations. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 7.

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

9. Bylaw Requirements. Please refer to Share Account (Savings), Truth in Savings Disclosure section, No. 9.

10. Par Value of Share; Dividend Period. The par value of a regular share in this Credit Union is \$5.00. The dividend period for this account is quarterly.

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

12. Bonus. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 12.

### OTHER TERMS AND CONDITIONS:

Each owner of this account agrees with the Credit Union as follows:

1. Dividends will not be earned on withdrawn funds for the day the funds are withdrawn. Paid dividends are added to the account balance and compounded;

2. If an account is closed before November 1st, the member will receive dividends due at the time the account is closed. Dividends will not be earned for the day the account is closed;

3. The first week of November each year, Redstone Federal Credit Union may transfer the amount in your Christmas Club Share Account, including accrued dividends, to the Share Account (Savings) or Share Draft (Checking);

4. Deposits to your Christmas Club Share Account can be made by direct remittance, payroll allocation, or automatic shares transfer;

5. Credit given for all non-cash items that are cashed or deposited in this account by any owner or joint owner is conditional and subject to final payment. A Chargeback Fee may be imposed for an item deposited into the account and returned unpaid. (Please refer to the Fee Schedule for the fee amount). **IF THIS IS A JOINT ACCOUNT, EACH JOINT OWNER IS JOINTLY AND SEVERALLY LIABLE TO THE CREDIT UNION FOR ALL CHECKS PAID OVER THE SIGNATURE OF ANY OF THEM;**

6. The amount(s) of any member deposit will be verified at the time of deposit or, in some instances, after the deposit is made. Once amount(s) is/are verified, the Credit Union reserves the right to correct any entries at a later time if amount(s) is/are in error. Once amounts are verified, the Credit Union reserves the right to correct any entries at a later time if amounts are in error. Members have twenty (20) days, from the day of receipt of monthly statement, to object to items reflected on statement of accounts;

7. A Christmas Club Share Account will be considered dormant if it is inactive for 365 days and has no member-initiated activity. Any Christmas Club Share Account with a zero balance and no member-initiated activity for 365 days may be closed by the Credit Union;

8. The Credit Union reserves the right to amend this Agreement by mailing to the member a written notice of modification within thirty (30) days from the date the modification is effective. Written notice is considered given when mailed to the address shown on the periodic statement;

9. Any garnishment or levy against the account is subject to the Credit Union's right of setoff and security interest. The Credit Union may refuse to allow any withdrawals until the dispute is resolved;

10. An Escheat Fee will be charged per member on any accounts, and the account[s] will be closed, if the account has been inactive for the period of time specified in the Alabama Unclaimed Property Law, or appropriate statute in Tennessee, has no active loans and the Credit Union has had no contact with the account owner for this period of time. (Please refer to the Fee Schedule for the maximum Escheat Fee amount that will be charged. If the account balance is below the maximum fee amount, the fee will equal the available balance remaining);

11. You may remove a joint from your account one time without a incurring a fee. After the first request, a Remove Joint Fee will be charged each time you add the same joint to your account that was removed within a six-month period. (Please refer to the Fee Schedule for the fee amount);

12. Credit given by Redstone Federal Credit Union to you with respect to an automated clearing house credit entry is provisional until Redstone Federal Credit Union receives final settlement for such entry through a Federal Reserve Bank. If Redstone Federal Credit Union does not receive final settlement, you are hereby notified and agree that Redstone Federal Credit Union is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry;

13. Redstone Federal Credit Union may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Alabama as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account;

14. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements which we provide;

15. Members may not name as joint share account owners or co-borrowers anyone who has caused the Credit Union a loss.

16. The Credit Union is under no obligation to accept for deposit or cash any check that you present;

17. The Credit Union reserves the right of setoff if a member owes the Credit Union money as a borrower, comaker, cosigner, guarantor, or otherwise. Each joint owner agrees that the Credit Union may use the account to satisfy any one of their individual obligations; similarly, each joint owner agrees that the Credit Union may use the funds in their individual account to satisfy obligations of the

joint account. The right of setoff does not apply to IRAs or other tax-deferred retirement accounts.

18. Redstone Federal Credit Union may choose to require seven (7) days written notice for a withdrawal from any savings account.

19. At our discretion, we may make the funds for certain ACH credit transactions, including most payroll deposits, available to you before the ACH deposit's scheduled payment date. The date that funds are made available to you will be reflected in your applicable account's transaction history. Whether or not funds are made available early and exactly when the funds are made available depend on when we receive the payment instructions from the ACH payor and are subject to fraud prevention measures and other applicable restrictions. We do not guarantee that funds will be made available early or that funds will be made available by any specific time of day. Any funds that we don't make available early will be made available according to our Funds Availability Agreement.

## VISA® SECURED SHARE ACCOUNT

Each person who requests a Share Secured Visa Traditional Credit Card and whose signature appears on the Redstone Federal Credit Union Share Secured Visa Traditional and Designated Share Account Application requests that Redstone Federal Credit Union (Credit Union) establish a Visa Secured Shares Account (Share Account) as security for any balance owed on the Share Secured Visa Traditional Credit Card if approved. You pledge, under the Uniform Commercial Code, this Share Account and agree to be bound by the terms set forth in this Account Agreement and policies adopted from time to time by the Board of Directors. This Agreement covers any designated Visa Secured Shares Account held by you now or in the future, unless notified by the Credit Union of any change in terms.

This Share Account is offered to members in good standing whose account histories are acceptable to the Credit Union.

### TRUTH IN SAVINGS DISCLOSURES:

1. **Rate Information.** This is a non-dividend bearing account.
2. **Minimum Balance Requirements.** The minimum balance amount required to open this Share Account will be equal to the amount of the credit limit on the Share Secured Visa Traditional Credit Card Account.
3. **Fees and Charges.** Please refer to the Fee Schedule provided with this Account Agreement for the fee amounts associated with this account.
4. **Transaction Limitations.** Once the account is opened, you understand and agree that pledged monies will not be accessible for withdrawal and no deposits may be made to the Share Account unless we approve a credit limit increase; in which case, you will deposit additional funds in the Share Account equal to the amount of the increase you requested and the Credit Union will hold this amount, in addition to that amount already held, in the Share Account addressed herein. Credit limit increases will be in \$100 increments only not to exceed \$5,000. No other deposits may be made to the Share Account. You understand and agree not to withdraw or attempt to withdraw pledged monies, unless the following conditions are fulfilled:
  - a. Paying the Share Secured Visa Traditional Credit Card Account balance in full including pending authorizations, providing written notice to close it, and surrendering all cards.
  - b. The Share Secured Visa Traditional Credit Card Account balance is zero and written notification of cancellation has been received. You understand and agree that pledged monies may be held for 30 days after receipt of cancellation date.

Should you dispute charges owed to us, you understand and agree not to rescind this Agreement or withdraw or attempt to withdraw monies from the pledged Share Account until such disputes are resolved. You agree that the Credit Union reserves the right to transfer pledged monies from your Share Account at any time the Share Secured Visa Traditional Credit Card Account is past due, is inactive for a period of time, upon written notice either you or we terminate or suspend your credit privileges, or you are otherwise in default. Upon these occurrences, the Share Account and the Share Secured Visa Traditional Credit Card Account will be closed. Any available balance in the Share Account will be transferred to your Share Account. However, we reserve the right to distribute available funds to you via cash, check, or transfer to another account.

### OTHER TERMS AND CONDITIONS:

1. Credit limits on this account range from \$250 to \$5000;
2. No overdraft transfers are allowed with this account;
3. Call 24, online banking and ATM access are not available with this account;
4. No joint owner or beneficiaries are allowed on this account; however, up to 3 authorized users may be listed on the Share Secured Visa Traditional Credit Card

Account;

5. Normal check hold policies will apply to the account. The Credit Union is under no obligation to accept for deposit or cash any check that you present;
6. Any garnishment or levy against the account is subject to the Credit Union's right of setoff and security interest. The Credit Union may refuse to allow any withdrawals until the dispute is resolved; and
7. An Escheat Fee will be charged per member on any accounts, and the account[s] will be closed, if the account has been inactive for the period of time specified in the Alabama Unclaimed Property Law, or appropriate statute in Tennessee, has no active loans and the Credit Union has had no contact with the account owner for this period of time. (Please refer to the Fee Schedule for the maximum Escheat Fee that will be charged. If the account balance is below the maximum fee amount, the fee will equal the available balance remaining.)

## S.T.A.R. CLUB® (Start Today at Redstone)

The S.T.A.R. Club account is a regular share savings account with S.T.A.R. Club benefits that is specifically designed for young members between the ages of 0-12 years old. (Please refer to the Share Account (Savings) section in this Account Agreement for the account disclosures.) The S.T.A.R. Club is a youth program intended to start a foundation for good money management and encourage savings for their future. Special gifts and surprises will be available periodically for club members. Various prizes may be offered to S.T.A.R. Club members depending on the promotion current at that time. These prizes may have an aggregate value in excess of \$10.00 per year depending on the number of deposits made into this account.

Occasionally, the Credit Union may sponsor special drawings where S.T.A.R. Club members are eligible to enter for a chance to win prizes. The number of winners and the types of prizes will vary per promotion. These prizes may have a value in excess of \$10.00 per year.

### Requirements to join the S.T.A.R. Club:

1. Must meet Share Account (Savings) requirements.
2. Member must be age 12 or younger.
3. Must be parent or legal guardian to open the Share Account (Savings) for the minor and parent or legal guardian must be joint account owner.

## TRUST ACCOUNTS

SAVINGS TRUST FUND,  
CHECKING TRUST FUND, AND  
MONEY MARKET SHARE ACCOUNT

### **SHARE SAVINGS TRUST FUND (hereafter referred to as "Savings Trust Fund"):**

Redstone Federal Credit Union shall have no responsibility or liability for the proper establishment, administration and management of the Trust and shall not have or be deemed to have any fiduciary responsibility to the Trust, or any Trustor, Trustee or beneficiary. Credit Union shall have no responsibility or obligation to supervise or monitor transactions on this account or to inquire as to the powers or duties of any Trustee.

Credit union members receive only one vote per member. This vote is received through the purchased share in their regular share account. As a result, a trust account is ineligible to receive any voting rights.

### CERTIFICATIONS

Each Trustor and Trustee certifies that: (1) each Trustee is a trustee for the Trust and is authorized to establish accounts in the Trust's name ("Accounts") from time to time at Redstone Federal Credit Union "RFCU" and to deposit funds belonging to the Trust in such Accounts and that each Account shall be owned solely by the Trust; (2) all of the Trustees and Trustors for the Trust have signed the Savings Trust Fund Application and Signature form; (3) the Trust documents were duly signed and executed as indicated on the Trust documents, and remain in full force and effect; (4) under the terms of the Trust documents, any one Trustee is authorized, without the consent or action of any other Trustee or any other limitation, to make any instruction or execute any transaction on any Account as if the Trustee owned the account personally and individually; (5) the terms of the Trust documents are not in conflict with any term contained in any Account Document (as defined below); (6) each Trustee is authorized to execute any additional agreements or other documents on behalf of the Trust or to request

a transaction or submit an instruction or order to RFCU; and (7) all transactions and instructions provided to RFCU shall be in full compliance with the terms of the Trust and applicable law. Each Trustor and Trustee agrees that RFCU will open the Accounts and process transactions and provide services in connection with the Accounts or enter into other relationships with any Trustee or the Trust in reliance on these certifications and agrees to notify RFCU promptly upon the occurrence of any change thereto and RFCU may continue to rely on these certifications until it has received such notice and has had a reasonable opportunity to act on it.

Each of the Trustors and Trustees understands and acknowledges that there may be significant legal and tax ramifications arising out of or in connection with the Trust or the Trust documents and that RFCU has not offered any legal, tax or other advice to the Trust or any Trustor or Trustee and that none of the Trustors or Trustees have relied on RFCU to provide any such advice in connection with the establishment, administration or management of the Trust or otherwise.

#### AUTHORIZATIONS AND FURTHER ASSURANCES

Upon request, the Trustee agrees to provide RFCU with complete copies of all Trust documents, including any amendments. RFCU shall be entitled to rely on any Trust document regarding the Trustees and their powers as to Trust property. Notwithstanding the foregoing, RFCU shall have no obligation whatsoever to review any Trust document or to become familiar with any term of the Trust, but may rely solely and completely on the certifications or other information provided by any Trustor or Trustee. In the event of any conflict between any term of the Trust and any such certifications or information, such certifications or information shall control.

RFCU is authorized and directed to comply with the instructions or respond to the communications or inquiries of any one Trustee concerning a transaction or instruction on an Account. This authorization includes, but is not limited to: complying with orders in writing, by telephone or electronically for the transfer or withdrawal of funds; certifying or paying funds to any party by draft, check, debit card, internal or electronic transfer, cashing checks and drafts payable to the Trust and endorsed by any one Trustee; and disbursing a portion of any deposit of such checks and drafts in cash or accepting such checks and drafts for negotiation. All statements and notices regarding accounts will be mailed to the address listed for the first Trustee named in this application. Requests for withdrawal, orders for payment or other transactions on the Accounts evidenced by a Trustee's signature may be honored even if the Trustee omits the title "trustee" from his or her signature or otherwise fails to indicate a representative capacity, the intent being that the Trustee is acting in a representative capacity. These authorizations shall continue in effect until RFCU receives written notification of a change thereto from a Trustee and RFCU has had a reasonable opportunity to act on such notice.

RFCU shall have no duty to inquire about the use or purpose of any transaction unless RFCU has actual knowledge that a Trustee is acting without authority. RFCU reserves the right, but shall not be required to, to require written consent of all Trustees for any transaction on an Account, including a transfer or withdrawal of funds, or for a change or termination of an Account. If RFCU receives notice concerning a dispute over an Account or inconsistent instructions from Trustees, RFCU may suspend or terminate the Account or require a court order or written consent from the Trustees to act.

#### INDEMNIFICATION

EACH TRUSTOR AND TRUSTEE, PERSONALLY AND JOINTLY AND SEVERALLY AND SEPARATELY AS REPRESENTATIVE FOR THE TRUST, AGREES TO INDEMNIFY AND HOLD HARMLESS RFCU FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, DAMAGES, JUDGMENTS, LIABILITIES, LOSSES, COSTS, CHARGES AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES, ASSERTED AGAINST RFCU OR THAT RFCU SHALL OR MAY SUSTAIN IN CONNECTION WITH OR RESULTING FROM EFFECTING TRANSACTIONS OR FOLLOWING THE INSTRUCTIONS OF ANY TRUSTEE, DISBURSING OR RECEIVING ANY FUNDS PURSUANT TO THE DIRECTIONS OF ANY TRUSTEE, RFCU'S REFUSAL TO ACT ON ANY UNCLEAR OR AMBIGUOUS DIRECTION OF ANY TRUSTEE, ANY ACT OR FAILURE TO ACT BY ANY TRUSTEE, OR RFCU'S RELIANCE ON THE CERTIFICATIONS OR REPRESENTATIONS MADE BY ANY TRUSTOR OR TRUSTEE OR ANY TERM OF ANY TRUST DOCUMENT OR ANY ACTION OR CLAIM BY ANY BENEFICIARY OR OTHER PARTY WITH RESPECT TO THE AUTHORITY OR ACTIONS OF ANY TRUSTEE. EACH TRUSTEE FURTHER ACKNOWLEDGES AND AGREES THAT HE OR SHE MAY BE HELD LIABLE BY RFCU FOR ANY DEBT OWED TO RFCU AS A RESULT OF THE ACCOUNT, INCLUDING

ANY ATTORNEYS FEES AND COLLECTION FEES ASSOCIATED WITH THE COLLECTION OF SUCH DEBT.

#### AGREEMENT

On behalf of the Trust, each Trustee agrees to the terms and conditions contained herein and of the Membership and Account Agreement and any other forms associated with this account and any subsequent changes or amendments to those documents (as may be amended from time to time, the "Account Documents"). The terms and conditions of the Account Documents and the certifications made therein are incorporated herein by reference. The Trustee acknowledges receipt of a copy of the Agreement and Disclosures applicable to the accounts and services requested herein. If an access card or EFT service is requested and provided, the Trustee agrees to the terms of and acknowledges receipt of the Electronic Funds Transfer Agreement. Each Trustee authorizes RFCU to request one or more consumer reports from a consumer-reporting agency on the Trustee from time to time in connection with review of the Account. All references to the "Trustee" shall also include any successor trustee. Each Trustor agrees that he or she shall have no rights against RFCU with respect to any Account or any control over the funds in any Account. Each person signing the Savings Trust Fund Application and Signature Form acknowledges that RFCU has provided no legal or tax advice with respect to the Trust and has consulted with his or her own attorney in executing the form and opening each Account.

#### TRUTH IN SAVINGS DISCLOSURES:

1. Rate Information. Please refer to the Account Rate Sheet for the current dividend rate and annual percentage yield (APY) provided with this Account Agreement. The dividend rate and the APY may change every month, as determined by the Credit Union's Board of Directors.
2. Compounding and Crediting. Dividends will be calculated daily and compounded and credited monthly. For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the ending date of a dividend period and for the example is January 31. If the Trustee closes the Savings Trust Fund Account before dividends are credited, the account will receive dividends due at the time the account is closed. Dividends will not be earned for the day the account is closed.
3. Minimum Balance Requirements. There is no minimum balance to open this account. The Trustee must maintain a minimum daily balance of \$500.00 in this account to earn dividends. If the account balance falls below the minimum daily balance, the account will not earn any dividends for the period the account is below the minimum daily balance.
4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day.
5. Accrual of Dividends. Dividends will begin to accrue on the business day the Trustee deposits non-cash items (e.g., checks) to the account.
6. Fees and Charges. Please refer to the Fee Schedule provided with this Account Agreement for the fee amounts associated with this account.
7. Transaction Limitations. During any calendar month, the Trustee may not make more than six (6) withdrawals or transfers to another credit union account of the Trustee's or to a third party by means of a pre-authorized or automatic transfer, telephonic or computerized order or instruction, or by check, draft, debit card (if applicable) or similar order to a third party.
8. Nature of Dividends. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.
9. Bylaw Requirements. Please refer to the Share Account (Savings), Truth in Savings Disclosure section, No. 9, found in the Share Account section of this Agreement.
10. Par Value of Shares: Dividend Period. The par value of a regular share in this Credit Union is \$5.00. The dividend period for this account is monthly.
11. National Credit Union Share Insurance Fund. Accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

#### OTHER TERMS AND CONDITIONS FOR SAVINGS TRUST FUND ACCOUNT:

Each Trustee and Trustor of this account agrees with the Credit Union as follows:

1. The Savings Trust Fund Account is owned by the Trust. Each Trustor must be a Credit Union member. At any time, the Credit Union may require each Trustee or each beneficiary to execute certain certificates, affidavits, or instruments attesting to the terms of the Trust, their respective rights therein, or such other facts or information as Credit Union may require in its sole discretion. Credit Union may accept such certificates, affidavits or instruments in lieu of accepting or reviewing any of the Trust documents, and may rely on the information so provided (which shall control in the event of any conflict with any term of the Trust), and Credit Union shall not be charged with knowledge of any of the terms

of the Trust;

2. If the names of two (2) or more persons appear as Trustees, they will have equal authority with respect to the entire account during their lifetimes. Any named Trustors or Trustees may not have caused the Credit Union a loss. In order to remove a joint trustee from any type of share account, the Credit Union will require that an amended Trust Document or Declaration of Trust or other certifications be submitted by the Trustee to the Credit Union before such changes will be made to the account;

3. Upon the death of any Trustee, the surviving Trustee(s) shall have equal rights to the total amount in the share account. A successor Trustee must provide evidence documenting authority or other certifications by the Trustee to the Credit Union to assume the role and responsibilities of a Trustee. If the successor Trustee is not eligible for membership, such as in the case of a corporate trustee, the accounts will be closed. The Credit Union may not release funds until it is satisfied that all required legal documents have been provided and all other legal requirements met;

4. Except for Share Draft (Checking) accounts, Credit Union shares are not transferable, except on the books of the Credit Union. Credit Union membership cannot be transferred;

5. Deposits or transfers of funds to or from the Savings Trust Fund Account may be made in person, by mail, by telephone request (CALL-24), and via online banking, subject to limitations stated in Share Account (Savings), Truth in Savings Disclosure section, No. 7;

6. Withdrawals are subject to such other terms and conditions as the Credit Union may establish from time to time, without necessity for the Trustee's approval, and the Trustee and the Trust each agree to be bound by any such changes;

7. The Credit Union reserves the right to amend this Agreement by mailing the Trustee a written notice of the modification within 30 days of the effective date of the modification. Written notice is considered given when mailed to the address shown on the periodic statement;

8. When receiving a garnishment or levy, the Credit union may refuse to allow any withdrawals until the dispute is resolved;

9. The Credit Union may recover any attorney's fees associated with defending the Credit Union's interest where the interest of the Credit Union is adverse to that of the Trust, the Trustee, the Trustor, the beneficiary or any other party claiming an interest in the account;

10. Shares in the Savings Trust Fund Account, in any Checking or Money Market accounts or any other accounts held in the name of the Trust may not be pledged as collateral on a loan;

11. All statements and notices concerning this account will be mailed to the person whose signature appears first as Trustee on the Savings Trust Fund Application and Signature Form for this account at the last address known to the Credit Union. The Credit Union is relieved of all liability for items lost in delivery by U.S. Mail or any other method of delivery requested or not requested for or by the Trustee, and is authorized to destroy any statements, vouchers, and notices returned undelivered by the U.S. Postal Service;

12. The Credit Union may, at its sole discretion, transfer funds, if available, from the Savings Trust Fund Account to cover any transaction presented against non-sufficient funds (NSF) in a Share Draft (Checking) Account owned by the Trust. An OD Protection Transfer Fee will be imposed per transaction. (Please refer to the Fee Schedule for the fee amount). IF THIS IS A JOINT ACCOUNT, EACH TRUSTEE IS JOINTLY AND SEVERALLY LIABLE TO THE CREDIT UNION FOR ALL OVERDRAFTS PAID OVER THE SIGNATURE OF ANY OF THEM;

13. The Credit Union may, at its discretion, supply a missing endorsement or accept any check or draft made payable to any Trustee for deposit to this account without an endorsement;

14. The amount(s) of any member deposit will be verified at the time of deposit or, in some instances, after the deposit is made. Once amount(s) is/are verified, the Credit Union reserves the right to correct any entries at a later time if amount(s) is/are in error. Any objection respecting any item shown on a statement of this account shall be absolutely barred and waived unless made in writing to the Credit Union within twenty (20) days following the date the statement is mailed. Notice is considered effective when received by the Credit Union;

15. When receiving items for deposit or collection, the Credit Union acts as agent and assumes no responsibility beyond the exercise of ordinary care. All items credited are subject to final payment. The Credit Union is under no obligation to accept for deposit or cash any check that you present. A Chargeback Fee may be imposed for an item deposited into the account and returned unpaid. (Please refer to the Fee Schedule for the fee amount);

16. Dividends will not be earned on withdrawn funds for the day the funds are withdrawn. Paid dividends not withdrawn are added to the account balance and compounded;

17. A Savings Trust Fund Account may be considered dormant if it is inactive for 365 days and has no Trustee-initiated activity;

18. An Escheat Fee will be charged per Trust account on any accounts, and any account will be closed, if the account has been inactive for the period of time specified in the Alabama Unclaimed Property Law, or appropriate statute in Tennessee, has no active loans and the Credit Union has had no contact with the Trustee for this period of time. (Please refer to the Fee Schedule for the maximum Escheat Fee amount that will be charged. If the account balance is below the maximum fee amount, the fee will equal the available balance remaining);

19. Official Checks are valid (negotiable) for six (6) months after the date of issuance. If an Official Check has not cleared the account after six (6) months, it will be voided and re-deposited into the share account it was drawn from. The Trustee will be notified in writing when the Official Check is re-deposited. If the Official Check has not cleared the account after six (6) months, the Trustee should contact the payee and make other arrangements for payment;

20. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide the Trustee with next day notice of receipt of ACH credit transfers to the account. The Trustee will continue to receive notices of receipts of ACH items in the periodic statements which we provide; Credit given by Redstone Federal Credit Union to you with respect to an automated clearing house credit entry is provisional until Redstone Federal Credit Union receives final settlement for such entry through a Federal Reserve Bank. If Redstone Federal Credit Union does not receive final settlement, you are hereby notified and agree that Redstone Federal Credit Union is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry;

21. Redstone Federal Credit Union may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Alabama as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

22. Redstone Federal Credit Union may choose to require seven (7) days written notice for a withdrawal from any savings account.

23. At our discretion, we may make the funds for certain ACH credit transactions, including most payroll deposits, available to you before the ACH deposit's scheduled payment date. The date that funds are made available to you will be reflected in your applicable account's transaction history. Whether or not funds are made available early and exactly when the funds are made available depend on when we receive the payment instructions from the ACH payor and are subject to fraud prevention measures and other applicable restrictions. We do not guarantee that funds will be made available early or that funds will be made available by any specific time of day. Any funds that we don't make available early will be made available according to our Funds Availability Agreement.

#### **SHARE DRAFT CHECKING TRUST FUND (hereafter referred to as "Checking Trust Fund"):**

Redstone Federal Credit Union shall have no responsibility or liability for the proper establishment, administration and management of the Trust and shall not have or be deemed to have any fiduciary responsibility to the Trust, or any Trustor, Trustee or beneficiary. Credit Union shall have no responsibility or obligation to supervise or monitor transactions on this account or to inquire as to the powers or duties of any Trustee.

Each Trustee whose signature appears on the Savings Trust Fund Application and Signature Form requests the Credit Union establish a Checking Trust Fund Account, and agrees to the terms set forth in the Account Agreement and policies adopted from time to time by the Board of Directors. Deposits to this account may be made at any time. The Trustee may withdraw or write checks in payment of cash deposits and collected funds on the day the Credit Union has credited the payment to this account. Subject to applicable "check hold" laws, if the Credit Union has to wait for deposited checks or other uncollected funds to clear, there may be a delay before the Trustee can withdraw those funds or write checks against them. This Agreement covers any Checking Trust Fund Account(s) held by the Trustee now or in the future, unless notified by the Credit Union of any change in terms.

Checking Trust Fund Accounts are offered to members in good standing whose checking account histories are acceptable to the Credit Union.

#### **TRUTH IN SAVINGS DISCLOSURES:**

1. **Rate Information.** This is a non-dividend bearing account.

2. **Minimum Balance Requirements.** There is no minimum balance amount

required to open or maintain this account.

3. Fees and Charges. Please refer to the Fee Schedule provided with this Account Agreement for the fee amounts associated with this account.

4. Transaction Limitations. No transaction limitations apply to this account.

5. Bylaw Requirements. Please refer to the Share Account (Savings), Truth in Savings, Disclosure section, No. 9, found in the Share Account section of this Agreement.

6. Par Value of Shares. The par value of a regular share in this Credit Union is \$5.00.

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

#### OTHER TERMS AND CONDITIONS FOR CHECKING TRUST FUND ACCOUNTS:

Each Trustee of this account agrees with the Credit Union as follows:

1. Except as provided below, the provisions respecting bank deposits and collections in the Uniform Commercial Code of Alabama shall apply to transactions on this account and the term "bank" in said law shall include this Credit Union for purposes of applying the law to this Agreement;

2. Only checks and other methods approved by the Credit Union may be used to withdraw funds from this checking account. Checks are available in a choice of carbonless duplicate, regular (single copy) and top-stub checks (limited designs);

3. Our checking accounts may be an individual or joint account. Any named Trustors or Trustees may not have caused the Credit Union a loss. The Credit Union is authorized to pay checks signed by any Trustee of this account and to charge the payments against this checking account or, subject to No. 10 below, against any share account;

**IF THIS IS A JOINT ACCOUNT, EACH TRUSTEE IS JOINTLY AND SEVERALLY LIABLE TO THE CREDIT UNION FOR ALL OVERDRAFTS PAID OVER THE SIGNATURE OF ANY OF THEM;**

4. Funds on deposit in this checking account may not be specifically pledged or set aside by any owner of the account as collateral for a loan;

5. Deposits or transfers of funds to or from the checking account may be made in person, by mail, by telephone request (CALL-24), via online banking, and through ATMs;

6. All statements and notices concerning this account will be mailed to the Trustee whose signature appears first on the Savings Trust Fund Application and Signature Form for this account at the last address known to the Credit Union. The Credit Union is relieved of all liability for items lost in delivery by U.S. Mail or any other method of delivery requested or not requested for or by the Trustee, and is authorized to destroy any statements, vouchers, and notices returned undelivered by the U.S. Postal Service;

7. The Trustee may use information from a share draft (check) to initiate a one-time electronic funds transfer from the account;

8. If a Trustee voluntarily gives information about the account (such as our routing number and the account number) to a party who is seeking to sell the Trustee goods or services, and the Trustee doesn't physically deliver a check to the party, any debit to the account initiated by the party to whom the Trustee gave the information is deemed authorized;

9. The Credit Union may pay a check on whatever day it is presented notwithstanding the date (or any limitation on the time payment) appearing on the check. The Credit Union's determination of the account balance shall be made at any time between presentation of an item(s) and the Credit Union's midnight deadline, with only one review of the account required. The Credit Union is not liable for any payment or nonpayment of a check;

10. The Credit Union may, at its sole discretion, transfer funds, if available, from the Savings Trust Fund Account to cover any transaction presented against non-sufficient funds (NSF) in the Checking Trust Fund Account. An OD Protection Transfer Fee will be imposed per transaction. (Please refer to the Fee Schedule for the fee amount). Honoring past overdrafts does not obligate the Credit Union to honor future overdrafts;

11. The Credit Union may accept, pay or collect on the account of a Trustee who dies or is adjudicated incompetent until it is notified of the death or adjudication of incompetence (by court order) of the Trustee and has a reasonable opportunity to act on it. Even with the knowledge of a Trustee's death, the Credit Union may, for ten (10) days after the date of death, pay checks drawn before death unless ordered to stop payment by a person claiming an interest in the account;

12. The Credit Union is under no obligation to pay a check on which the date is more than six (6) months old;

13. The Credit Union may disregard any information on a check, other than the identification of the payor bank, payable through bank and payee, the amount, and any other information that appear on the MICR line. Due to truncation and automatic processing, any restrictive legends (e.g., "void after 90 days") cannot be caught by the Credit Union and the Credit Union is not liable for payment of a check bearing any such legend;

14. The Trustee(s) waive protest for and notice of dishonor and/or nonpayment of any items deposited;

15. Credit given for all non-cash items that are cashed or deposited in this account by any Trustee is conditional and subject to final payment. A Chargeback Fee may be imposed for an item deposited into the account and returned unpaid. (Please refer to the Fee Schedule for the fee amount.);

16. When receiving a garnishment or levy, the Credit Union may refuse to allow any withdrawals until the dispute is resolved;

17. The Credit Union may, at its discretion, supply a missing endorsement; or accept any check or draft made payable to any Trustee for deposit to this account without an endorsement;

18. Official Checks are valid (negotiable) for six (6) months after the date of issuance. If an Official Check has not cleared the account after six (6) months, it will be voided and re-deposited into the share account it was drawn from. The Trustee will be notified in writing when the Official Check is re-deposited. If the Official Check has not cleared the account after six (6) months, the Trustee should contact the payee and make other arrangements for payment;

19. All check forms and paid checks under this account are the property of the Credit Union. Each Trustee is responsible for notifying the Credit Union immediately of any loss or theft of a check. Paid checks are not included with statements of this account, but copies may be obtained from the Credit Union upon request and payment of a nominal charge (Please refer to the Fee Schedule for the fee amount). The amount(s) of any member deposit will be verified at the time of deposit or, in some instances, after the deposit is made. Once amount(s) is/are verified, the Credit Union reserves the right to correct any entries at a later time if amount(s) is/are in error. Any objection respecting any item shown on a statement of this account shall be absolutely barred and waived unless made in writing to the Credit Union within twenty (20) days following the date the statement is mailed. Notice is considered effective when received by the Credit Union. The Credit Union will not be liable if items were forged or altered in a way that fraud could not be detected by a reasonable inspection;

20. This account shall be subject to service charges in accordance with the Fee Schedule that is adopted by the Credit Union and in effect. A Fee Schedule will be provided with this Account Agreement;

21. Any Trustee on this account may request a stop payment order. A stop payment order must identify the Trust/Trustee's name, account number, the date of the check, the payee of the check, the check number, the amount of the check and the reason for the request. A stop payment order must be requested prior to any action being taken on the item by the Credit Union. A stop payment made orally must be confirmed in writing with fourteen (14) calendar days of the original order. A stop-payment order received or confirmed in writing is effective for six months. A stop payment order may be renewed for additional six-month periods by providing a written request to the Credit Union prior to the expiration of the then current stop payment order. If the Credit Union fails to stop payment of a check that has a valid stop payment order, the Credit Union will re-credit the account for the amount of the check or for the amount of the loss, whichever is less. The Credit Union's duty to re-credit in this regard is expressly subject to the Trustee's duties under Section 4-403(c) of the Uniform Commercial Code. The Trustee agrees to transfer to the Credit Union all rights against the payee or other holder of the check to facilitate subrogation under the Uniform Commercial Code if the Credit Union pays a check over a valid stop payment order. All stop payment requests are subject to payment of a fee as set forth in the Fee Schedule provided with this Account Agreement;

22. Each Trustee will pay the Credit Union promptly upon demand the amount of all fees and charges of any overdraft(s) on this account as well as all costs of collection, including reasonable attorney's fees, or in connection with any other account litigation where the Credit Union's interest is adverse to that of the Trustee. The Credit Union is not liable to the Trustee if paying a third party leaves insufficient funds in the account to cover outstanding drafts or items. The Trustee is responsible for any fees associated with any court order;

**23. Overdraft Privilege is not available on Trust accounts;**

24. When receiving items for deposit or collection, the Credit Union acts as the Trustee's agent and assumes no responsibility beyond the exercise of ordinary care. All items credited are subject to final payment. The Credit Union is under no obligation to accept for deposit or cash any check that you present;

25. The Credit Union may terminate this Agreement upon mailing a notice to the address on record. This account may also be terminated without notice if any check(s) or item(s) is/are returned unpaid because of insufficient funds in this account or if this or any other share or loan account of the Trustee is not maintained in a manner that is satisfactory to the Credit Union. No termination of the account or Agreement will affect the liability of any Trustee for payment under No. 22 above;

26. The Credit Union reserves the right to amend this Agreement by mailing the Trustee a written notice of modification within thirty (30) days from the date the modification is effective. Written notice is considered given when mailed to the

address shown on the periodic statement;

27. Check order fees will be deducted from the account. The charge will vary according to the type of checks ordered;

28. An Escheat Fee will be charged per Trust account on any accounts, and the account[s] will be closed, if the account has been inactive for the period of time specified in the Alabama Unclaimed Property Law, or appropriate statute in Tennessee, has no active loans and the Credit Union has had no contact with the Trustee for this period of time. (Please refer to the Fee Schedule for the maximum Escheat Fee amount that will be charged. If the account balance is below the maximum fee amount, the fee will equal the available balance remaining);

29. A monthly Dormant Checking Fee will be charged on inactive checking accounts. (An inactive checking account is one that has had no Trustee-initiated activity for 180 days.) No fees will be charged if the checking account balance is zero. The Credit Union will not allow the Dormant Checking Fee to draw the checking account balance below zero. (Please refer to the Fee Schedule for the fee amount);

30. The Trustee acknowledges that the Credit Union may from time to time, in its sole discretion, reject any electronic funds transfer (EFT) or return any EFT for the following reasons: (a) if there is an insufficient available balance in the account or the account has been closed or frozen, or (b) if the EFT does not conform to the terms of this Agreement. If an EFT is returned, the Credit Union will notify the Trustee and the Trustee will have the sole obligation to remake the EFT in accordance with the terms of this Agreement. The Credit Union may from time to time, in its sole discretion and without any obligation to do so, make any EFT even though an overdraft to the account may result. To the extent permitted by applicable law, the Trustee agrees that the Credit Union will have no liability whatsoever for rejecting or returning any EFT. If an overdraft occurs in an account, the Trustee agrees to cause sufficient funds in the available balance to pay the amount of the overdraft to be deposited into or credited to the account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand;

31. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements which we provide;

32. Credit given by Redstone Federal Credit Union to you with respect to an automated clearing house credit entry is provisional until Redstone Federal Credit Union receives final settlement for such entry through a Federal Reserve Bank. If Redstone Federal Credit Union does not receive final settlement, you are hereby notified and agree that Redstone Federal Credit Union is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry;

33. Redstone Federal Credit Union may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Alabama as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

34. At our discretion, we may make the funds for certain ACH credit transactions, including most payroll deposits, available to you before the ACH deposit's scheduled payment date. The date that funds are made available to you will be reflected in your applicable account's transaction history. Whether or not funds are made available early and exactly when the funds are made available depend on when we receive the payment instructions from the ACH payor and are subject to fraud prevention measures and other applicable restrictions. We do not guarantee that funds will be made available early or that funds will be made available by any specific time of day. Any funds that we don't make available early will be made available according to our Funds Availability Agreement.

#### **MONEY MARKET SHARE ACCOUNT (hereafter referred to as "Money Market Account"):**

Redstone Federal Credit Union shall have no responsibility or liability for the proper establishment, administration and management of the Trust and shall not have or be deemed to have any fiduciary responsibility to the Trust, or any Trustor, Trustee or beneficiary. Credit Union shall have no responsibility or obligation to supervise or monitor transactions on this account or to inquire as to the powers or duties of any Trustee.

#### TRUTH IN SAVINGS DISCLOSURES:

1. Rate Information. The dividend rates and annual percentage yields (APY) are based on the daily balance of the account. The dividend rate will be paid on the

entire balance in the account based on the daily balance level. No dividends will be paid on daily balances that fall below \$2,000. The following daily balance levels apply:

Daily Balance Level 1 \$2,000.00 to \$4,999.99

Daily Balance Level 2 \$5,000.00 to \$49,999.99

Daily Balance Level 3 \$50,000.00 to \$99,999.99

Daily Balance Level 4 \$100,000.00 and above

Please refer to the Account Rate Sheet for the current dividend rates and annual percentage yields. The dividend rates and annual percentage yields may change each month as determined by the Credit Union's Board of Directors.

2. Compounding and Crediting. Dividends will be calculated daily and compounded and credited monthly. For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow the same pattern of dates. The dividend declaration date is the ending date of a dividend period and for the example is January 31. If a Trustee closes the Money Market Account before dividends are credited, the account will receive dividends due at the time the account is closed. Dividends will not be earned for the day the account is closed.

3. Minimum Balance Requirements. The minimum balance to open this account is \$2,000.00. A minimum daily balance of \$2,000.00 must be maintained in the account to earn dividends. If the account falls below the minimum daily balance, the account will not earn dividends for the length of time the account is below the minimum daily balance.

4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in your account each day.

5. Accrual of Dividends. Dividends will begin to accrue on the business day the Trustee deposits non-cash items (e.g., checks) to the account.

6. Fees and Charges. Please refer to the Fee Schedule provided with this Account Agreement for the fee amounts associated with this account.

7. Transaction Limitations. During any calendar month, a Trustee may not make more than six (6) withdrawals or transfers to another credit union account of the Trustee's or to a third party by means of a pre-authorized or automatic transfer, telephonic or computerized order or instruction, or by check, draft, debit card (if applicable) or similar order to a third party.

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

9. Bylaw Requirements. Please refer to Share Account (Savings), Truth in Savings Disclosure section, No. 9, found in the Share Account section of this Agreement.

10. Par Value of Shares; Dividend Period. The par value of a regular share in this Credit Union is \$5.00. The dividend period of the Credit Union for Money Market Share Accounts is monthly and for Share Account (Savings) is quarterly.

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

#### OTHER TERMS AND CONDITIONS:

Each Trustee of the account agrees with the Credit Union as follows:

1. Redstone Federal Credit Union may choose to require seven (7) days written notice for a withdrawal from this Money Market Account;

2. Except as provided below, the provisions respecting bank deposits and collections in the Uniform Commercial Code of Alabama shall apply to transactions on this account and the term "bank" in said law shall include this Credit Union for purposes of applying the law to this Agreement;

3. Only checks and other methods approved by the Credit Union may be used to withdraw funds from this account;

4. This account may be an individual or joint account. Any named Trustors or Trustees may not have caused the Credit Union a loss. The Credit Union is authorized to pay checks signed by any Trustee of this account and to charge the payments against this checking account;

**IF THIS IS A JOINT ACCOUNT, EACH TRUSTEE IS JOINTLY AND SEVERALLY LIABLE TO THE CREDIT UNION FOR ALL CHECKS PAID OVER THE SIGNATURE OF ANY OF THEM;**

5. Funds on deposit in this account may not be specifically pledged or set aside by any Trustee of the account as collateral for a loan;

6. All statements and notices concerning this account will be mailed to the person whose signature appears first on the Savings Trust Fund Application and Signature Form for this account at the last address known to the Credit Union. The Credit Union is relieved of all liability for items lost in delivery by U.S. Mail or any other method of delivery requested or not requested for or by the Trustee, and is authorized to destroy any statements, vouchers, and notices returned undelivered by the U.S. Postal Service;

7. A Trustee may use information from the Money Market check to initiate a one-

time electronic fund transfer from the account;

8. If a Trustee voluntarily gives information about the account (such as our routing number and the 10-digit account number appearing at the bottom of a check) to a party who is seeking to sell the Trustee goods or services, and the Trustee doesn't physically deliver a check to the party, any debit to the account initiated by the party to whom the Trustee gave the information is deemed authorized;

9. The Credit Union may pay a check on whatever day it is presented notwithstanding the date (or any limitation on the time payment) appearing on the check. The Credit Union's determination of the account balance shall be made at any time between presentment of an item(s) and the Credit Union's midnight deadline, with only one review of the account required. The Credit Union is not liable for any payment or nonpayment of a check;

10. The Credit Union may accept, pay or collect on the account of a Trustee who dies or is adjudicated incompetent until it is notified of the death or adjudication of incompetence (by court order) of the Trustee and has a reasonable opportunity to act on it. Even with the knowledge of a Trustee's death, the Credit Union may, for ten (10) days after the date of death, pay checks drawn before death unless ordered to stop payment by a person claiming an interest in the account;

11. The Credit Union is under no obligation to pay a check on which the date is more than six (6) months old;

12. The Credit Union may disregard any information on a check, other than the identification of the payor bank, payable through bank and payee, the amount, and any other information that appear on the MICR line. Due to truncation and automatic processing, any restrictive legends (e.g., "void after 90 days") cannot be caught by the Credit Union and the Credit Union is not liable for payment of a check bearing any such legend;

13. The Trustee(s) waive protest for and notice of dishonor and/or nonpayment of any items deposited;

14. Credit given for all non-cash items that are cashed or deposited in this account by any Trustee is conditional and subject to final payment. A Chargeback Fee may be imposed for an item deposited into the account and returned unpaid. (Please refer to the Fee Schedule for the fee amount.);

15. When receiving a garnishment or levy, the Credit Union may refuse to allow any withdrawals until the dispute is resolved;

16. The Credit Union may, at its discretion, supply a missing endorsement; or accept any check or draft made payable to any Trustee for deposit to this account without an endorsement;

17. Official Checks are valid (negotiable) for six (6) months after the date of issuance. If an Official Check has not cleared the account after six (6) months, it will be voided and re-deposited into the share account it was drawn from. The Trustee will be notified in writing when the Official Check is re-deposited. If the Official Check has not cleared the account after six (6) months, the Trustee should contact the payee and make other arrangements for payment;

18. All check forms and paid checks under this account are the property of the Credit Union. Each Trustee is responsible for notifying the Credit Union immediately of any loss or theft of a check. Paid checks are not included with statements of this account, but copies may be obtained from the Credit Union upon request and payment of a nominal charge (Please refer to the Fee Schedule for the fee amount). The amount(s) of any member deposit will be verified at the time of deposit or, in some instances, after the deposit is made. Once amount(s) is/are verified, the Credit Union reserves the right to correct any entries at a later time if amount(s) is/are in error. Any objection respecting any item shown on a statement of this account shall be absolutely barred and waived unless made in writing to the Credit Union within twenty (20) days following the date the statement is mailed. Notice is considered effective when received by the Credit Union. The Credit Union will not be liable if items were forged or altered in a way that fraud could not be detected by a reasonable inspection;

19. Any Trustee on this account may request a stop payment order. A stop payment order must identify the Trust/Trustee's name, account number, the date of the check, the payee of the check, the check number, the amount of the check and the reason for the request. A stop payment order must be requested prior to any action being taken on the item by the Credit Union. A stop payment made orally must be confirmed in writing with fourteen (14) calendar days of the original order. A stop-payment order received or confirmed in writing is effective for six months. A stop payment order may be renewed for additional six-month periods by providing a written request to the Credit Union prior to the expiration of the then current stop payment order. If the Credit Union fails to stop payment of a check that has a valid stop payment order, the Credit Union will re-credit the account for the amount of the check or for the amount of the loss, whichever is less. The Credit Union's duty to re-credit in this regard is expressly subject to the Trustee's duties under Section 4-403(c) of the Uniform Commercial Code. The Trustee agrees to transfer to the Credit Union all rights against the payee or other holder of the check to facilitate subrogation under the Uniform Commercial Code if the Credit Union pays a check over a valid stop payment order. All stop payment requests are subject to payment of a fee as set forth in the Fee Schedule

provided with this Account Agreement;

20. Each Trustee will pay the Credit Union promptly upon demand the amount of all fees and charges of any overdraft(s) on this account as well as all costs of collection, including reasonable attorney's fees, or in connection with any other account litigation where the Credit Union's interest is adverse to that of the Trustee's. The Credit Union is not liable to the member if paying a third party leaves insufficient funds in the account to cover outstanding drafts or items. The Trustee is responsible for any fees associated with any court order;

21. When receiving items for deposit or collection, the Credit Union acts as the Trustee's agent and assumes no responsibility beyond the exercise of ordinary care. All items credited are subject to final payment. The Credit Union is under no obligation to accept for deposit or cash any check that you present;

22. The Credit Union may terminate this Agreement upon mailing a notice to the address on record. This account may also be terminated without notice if any check(s) or item(s) is/are returned unpaid because of insufficient funds in this account or if this or any other share or loan account of the member is not maintained in a manner that is satisfactory to the Credit Union. No termination of the account or Agreement will affect the liability of any Trustee for payment under No. 20 above;

23. The Credit Union reserves the right to amend this Agreement by mailing the Trustee a written notice of modification within thirty (30) days from the date the modification is effective. Written notice is considered given when mailed to the address shown on the periodic statement;

24. Paid dividends not withdrawn are added to the account balance and compounded;

25. A Money Market Account may be considered dormant if it is inactive for 365 days and has no Trustee-initiated activity;

26. An Escheat Fee will be charged per Trust Account on any accounts, and the account[s] will be closed, if the account has been inactive for the period of time specified in the Alabama Unclaimed Property Law, or appropriate statute in Tennessee, has no active loans and the Credit Union has had no contact with the Trustee for this period of time. (Please refer to the Fee Schedule for the maximum Escheat Fee amount that will be charged. If the account balance is below the maximum fee amount, the fee will equal the available balance remaining);

27. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements which we provide;

28. Credit given by Redstone Federal Credit Union to you with respect to an automated clearing house credit entry is provisional until Redstone Federal Credit Union receives final settlement for such entry through a Federal Reserve Bank. If Redstone Federal Credit Union does not receive final settlement, you are hereby notified and agree that Redstone Federal Credit Union is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry;

29. Redstone Federal Credit Union may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Alabama as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

30. At our discretion, we may make the funds for certain ACH credit transactions, including most payroll deposits, available to you before the ACH deposit's scheduled payment date. The date that funds are made available to you will be reflected in your applicable account's transaction history. Whether or not funds are made available early and exactly when the funds are made available depend on when we receive the payment instructions from the ACH payor and are subject to fraud prevention measures and other applicable restrictions. We do not guarantee that funds will be made available early or that funds will be made available by any specific time of day. Any funds that we don't make available early will be made available according to our Funds Availability Agreement.

## **FUNDS AVAILABILITY AGREEMENT AND OVERDRAFT PRIVILEGE POLICY**

### **FUNDS AVAILABILITY AGREEMENT**

It is the policy of Redstone Federal Credit Union to delay the availability of funds deposited by personal checks, third party checks and certain other instruments. During the delay (hold period), funds will not be available for cash withdrawal or used to pay checks drawn on the account.

The hold period for checks is generally two (2) business days. For any deposit or portion of a deposit on hold, it will be made available no later than 9 a.m. Central time on the date indicated.

**This policy disclosure describes your ability to withdraw funds at Redstone Federal Credit Union. It only applies to the availability of funds in “transaction accounts” subject to Regulation CC. Generally, transaction accounts are accounts that do not limit the number or types of withdrawals or transfers that may be made from the account. The credit union reserves the right to delay the availability of funds deposited to accounts not governed by Regulation CC 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 disclosure.**

**Determining the availability of deposits** - The length of the delay is counted in business days from the day of deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit 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 on a day we are not open or on a Saturday, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

**Same-day availability** - Funds from the following deposits are available at some point in time on the same business day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers, including pre-authorized credits, such as social security benefits and payroll payments.

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

If you make the deposit in person to one of our employees, funds from the following deposits are also available at some point in time on the same business day of your deposit:

- Cash, checks on us.
- State and local government checks that are payable to you.
- Payroll, cashier’s, certified and teller’s checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, postal money orders and traveler’s checks, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), your deposit will be subject to hold until verification of the deposit can be made on the next business day.

Our policy is to make funds from checks available as follows:

The first \$225.00 from a deposit of checks will be available at the time of the deposit on the business day of your deposit. The remaining funds will be available no later than 9 a.m. Central time on the second business day after the day of your deposit. For example: If you deposit a check for \$700.00 on Monday, \$225.00 of the deposit is available immediately on Monday. The remaining \$475.00 is available no later than 9 a.m. Central time on Wednesday.

**Longer delays may apply** - If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe the check you deposit will not be paid.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.
- We are unable to verify the endorsement of a joint payee.
- Some information on the check is not consistent with other information on the check.
- There are erasures or other apparent alterations on the check.
- The routing number of the paying bank is not a current routing number.
- The check is postdated or has a stale date.
- Information from the paying bank indicates the check may not be paid.
- We have been notified that the check has been lost or damaged in collection.
- The depositor is not the payee on the face of the check.
- You deposit checks totaling more than \$5,525 on any one day.

We will notify you in writing if we delay your ability to withdraw funds for any

of these reasons and we will tell you when the funds will be available. The hold period under the exceptions listed above normally will be extended five business days beyond the regular two business day hold period for checks. If your deposits are not made directly to a Credit Union employee or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit.

**Special rules for new accounts** - If you are a new member, the following special rules may apply during the first thirty (30) days your account is open:

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

Funds from deposits of wire transfers and the first \$5,525 of a day’s total deposits of U. S. Treasury, cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip, if applicable). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifteenth business day after the day of your deposit. (Longer hold periods may apply in certain situations.)

The accrual of dividends is NOT delayed. Dividend calculations begin on the day of deposit.

**Deposits at automated teller machines (ATMs)** - Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will generally be available by the next business day, or when funds can be verified, subject to our check hold policy.

## **OVERDRAFT PRIVILEGE POLICY**

**(A Discretionary Overdraft Service)**

Rev. 06/2021

OVERDRAFT PRIVILEGE IS NOT AVAILABLE ON TRUST ACCOUNTS.

It is the policy of Redstone Federal Credit Union (“the Credit Union, CU, we, us, or our”) to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

“Overdraft” means there is not enough available balance in your account at the time a transaction is presented to us and we make the payment. Should an overdraft occur, and you have signed up for overdraft protection, then we will first attempt to authorize and pay the item by transferring funds to your Checking Account from any approved Personal Line of Credit or other share account (such as a savings account or Money Market Account, if applicable). If you have not signed up for overdraft protection or funds are not available in any of the above accounts when a transaction is presented to us, then we may either reject the transaction or we may, at our discretion, elect to pay it using our standard overdraft practices, which is called the Overdraft Privilege Policy and you will be assessed an Overdraft Privilege Fee.

Overdraft Privilege applies when we pay overdraft checks, Automated Clearing House (ACH described below) transactions, bill pay and other payment transactions, other than one-time or nonrecurring debit card transactions and ATM withdrawals. To determine what is and what is not a “recurring” debit card transaction, the Credit Union will rely on how the merchant codes the transaction. If you think there has been an error, please contact us within 60 days of receiving your statement.

If the Credit Union has received your “opt-in” or authorization, through our Opt-In Form, we may also authorize and then pay ATM and everyday debit-card transactions that exceed your available balance. If you have an insufficient available balance at the time the transaction is paid (after other overdraft sources have been used), you will be assessed an Overdraft Privilege Fee.

To be clear, if we authorize any type of payment transaction and there is insufficient available balance at the time it is posted to your account (meaning the time the Credit Union pays it – not when it was authorized), then we will charge you

an Overdraft Fee as described in our Fee Schedule. If we decline to pay an ACH, check or bill pay transaction, then it will be rejected and you will be charged a Non-Sufficient Funds Fee, as described in our Fee Schedule. You will not be charged any fees if we decline to authorize a debit card payment transaction or ATM withdrawal.

Note: Check and ACH payment transactions that are declined may be presented to us again for payment multiple times until paid. You may be charged a Non-Sufficient Funds Fee or Overdraft Fee each time a transaction is presented for payment, even if it was previously declined and a fee was previously charged.

Note: There are no minimum amounts required to overdraw your account, meaning even transactions designed to test for an active account that deposit a small amount and then withdraw a small amount may overdraw your account if it lacks a sufficient available balance to make the withdrawal.

To be eligible for the Overdraft Privilege Policy, your eligible account (primarily used for personal, family and household purposes) must have been open for at least **one hundred and eighty (180) days** and thereafter you must maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least **\$800** or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to the Credit Union, (C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and (D) Your account is not the subject of any legal or administrative order or levy, **we will consider, without obligation on our part, approving your reasonable overdrafts**. This discretionary\*\* service will generally be limited to a \$700 overdraft (negative) available balance\*\*\* for eligible account types with a Visa debit card and recurring monthly Direct Deposit **and a Redstone Federal Credit Union Astro Loan and/or Credit Card**, OR a \$400 overdraft (negative) available balance\*\*\* for eligible account types **with** a Visa debit card and recurring monthly direct deposit.

If your eligible account (primarily used for personal, family and household purposes) has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, and depositing at least \$400 or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to the Credit Union, (C) You bring your account to a positive available balance (not overdrawn) at least once every thirty (30) days, and (D) Your account is not the subject of any legal or administrative order or levy, **we will consider, without obligation on our part, approving your reasonable overdrafts**. This discretionary\*\* service will generally be limited to a **\$100** overdraft (negative) balance\*\*\* for eligible account types.

You will be notified of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our non-sufficient funds/overdraft fees that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our non-sufficient funds/overdraft fees.

**Limitations:** Available only to eligible personal checking accounts primarily used for personal, family and household purposes. All Business Type Accounts, All Savings Type Accounts, All Money Market Accounts, All Public Fund / Charitable Organization Accounts, Safeguard Checking Accounts, Checking Trust Fund Accounts, and Minor Accounts are not eligible. **Your checks made payable to you or to cash are not eligible for Overdraft Privilege.** We may limit the number of accounts eligible for the Overdraft Privilege\* service to one account per household. The Credit Union will decline any ATM transaction or everyday (one-time) debit card transaction that will or would overdraw your account unless you “opt-in” or authorize us to pay these types of transactions.

The following is important information regarding your account balances, how transactions are authorized and posted to your account, and when an Overdraft or Non-Sufficient Funds Fee will be charged. You should read these disclosures carefully. If you have questions, please see a branch representative or call (256) 837-6110.

**YOUR CHECKING ACCOUNT BALANCE.** Your checking account has two balances: the “actual” balance and the “available” balance. Both can be checked when you review your account online, on our mobile banking app, at an ATM, or at a branch. It is important to understand how the two balances work so that

you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you, less payment transactions that have “posted” to your account, but not payment transactions that have been authorized and are pending. Thus, while the term “actual” may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use. The available balance is the actual balance less things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will reduce your available balance by \$20 because once we authorize the payment, we are obligated to pay. Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20.

We use available balance at the time transactions are presented to us to decide whether to authorize them for payment. We also use available balance at the time transactions are posted and actually paid (not when they are authorized) to decide whether to charge Overdraft Fees. The following example illustrates how this works:

Assume your actual and available balance are both \$100, and you swipe your debit card at a restaurant for \$60. As a result, your available balance will be reduced by \$60 so your available balance is only \$40. Your actual balance is still \$100. Before the restaurant charge is sent to us for posting, a check that you wrote for \$50 clears. Because you have only \$40 available (you have committed to pay the restaurant \$60), your account will be overdrawn by \$10, even though your actual balance was \$100. In this case, we may reject the check, in which case you will be charged a Return Item or Non-Sufficient Funds fee. If you are eligible for Overdraft Privilege, then we may pay the \$50 check, but you will be charged an Overdraft Fee of \$25 because your available balance was not sufficient at the time of payment to cover the check. Also, when the \$60 restaurant charge is later submitted to the Credit Union and posted to your account, you will not have enough money in your available balance because of the intervening check, and you will be charged a fee for that transaction as well, even though your available balance was positive when it was authorized.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and posted to your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

\*The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

\*\*The Overdraft Privilege service does not constitute an actual or implied agreement between you and the Credit Union. Nor does it constitute an actual or implied obligation of or by the Credit Union. This service represents a purely discretionary courtesy or privilege that the Credit Union may

provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.

\*\*\* Some exceptions may apply. Fee(s) may exceed stated balance.

## ELECTRONIC SERVICES AGREEMENT

### ELECTRONIC FUND TRANSFER DISCLOSURES

NOTICE. Please read these terms and conditions carefully. **If you use online banking or any other electronic service, you thereby indicate your consent to these terms and conditions. By consenting, you acknowledge that you are requesting to obtain specific services and/or perform specific transactions electronically (including, but not limited to, opening accounts). You agree that we may provide you with all disclosures, notices and other communications about online banking or other electronic services, including the Electronic Services Electronic Fund Transfers Disclosures in electronic form and you acknowledge that you are capable of accessing the requested electronic documents in an electronic format. You further acknowledge that you understand your consent is legally binding in a court of law.** We may revise this Agreement from time to time. You may print updated copies of this Agreement for your records at <https://www.redfcu.org>. Any updated paper copies of this Agreement can be obtained by contacting our Member Contact Center at (256) 837-6110 (locally) or 1-800-234-1234. You may, at any time, withdraw your consent for EStatements, ENotices, and CU Alerts by clicking the EStatements & Alerts button then clicking the Cancel Services button inside online banking. In order to receive or use the services addressed herein, we recommend your computer hardware and/or software meet the following specifications: must be the latest versions of the Internet Explorer, Google Chrome, Firefox, or Safari web browsers; and the operating system must be Windows 7 or higher, Mac OS X 10.9 or higher, Android 5 or higher, or iOS 9 or higher. Certain other browsers and operating systems may also be compatible. There may be additional hardware or software requirements needed to access or use certain services. Please refer to the disclosure section for the service, located in this Agreement, to determine if additional hardware or software requirements are needed. Online banking, Mobile and Text banking, Call-24, Visa debit cards, and accompanying Personal Identification Numbers (PINs) listed in this Agreement are hereinafter referred to as "access devices." To the extent permitted by law, and in consideration of the financial institution issuing you an access device, you agree to the terms of this Agreement. "You" and "your(s)" mean everyone who has signed the Application for Services as account owners and anyone who is authorized to execute transactions with your access device. "We," "us," "our(s)," and "RFCU" mean Redstone Federal Credit Union. The word "account" means any share/loan account you have with the Credit Union as an owner.

1. **Member Liability (excluding business debit cards).** Tell us AT ONCE if you believe your access device has been lost, stolen or used without your permission or if you believe that an electronic funds transfer (EFT) 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 you tell us within 2 business days, you can lose no more than \$50 if someone used your access device without your permission. You must be willing to prosecute anyone who uses your access device(s) without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your access device(s) was lost, stolen, or used without your authorization or someone has or may use your access device(s) to transfer money from your account without your permission, call (256) 837-6110 (locally) or (800) 234-1234 or write: **REDSTONE FEDERAL CREDIT UNION**, Attn: Member Support Services, 220 Wynn Drive, Huntsville, AL 35893

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.

2. **Business Days.** For purpose of this disclosure, our business days are Monday through Friday except designated holidays. Our hours for conducting business will be posted in the lobby. All references to time of day in this Agreement refer to Central Standard Time.

3. **Fees.** There may be fees associated with the use of an access device(s) or service listed in this Agreement. We may charge you the following fees: Bill Payment Check Copy Fee, Chargeback Fee (as applicable), Credit/Debit Card Receipt Copy Fee, Credit/Debit Card Rush Order Fee, Insufficient Funds Charge, International Transaction/Foreign Exchange/Currency Conversion/ Intl. Conv. Fee (this fee is assessed on any transaction using foreign currency, even transactions initiated in the United States), Management (Mgt) Hold Fee, Miscellaneous Copies fee, Network ATM Fee (there may be a fee for a balance inquiry and a cash withdrawal that is part of the same ATM session), Overdraft Privilege Fee, Premium OD Usage Fee, Stop Payment Order Fee, and Uncollected Funds Charge. There may be other fees charged in connection with the use your account. Please refer to the Fee Schedule for the amount of these fees.

4. **Right to Receive Documentation.**

a) Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company we will not send you any special notice that the credit has been made other than to enter it on your monthly statement. If you pre-authorized regular transfers from your account, we will not send you any special notice that the debit has been made other than to enter it on your monthly statement. If you are concerned that a credit or transfer has not been made, you can call for verification of the transaction. During regular business hours, you may call at (256) 837-6110 (locally) or (800) 234-1234. b) You will receive a printout/receipt at the time you use the ATM describing the transaction in detail. Each time you use your Visa debit card or PIN at an ATM, point of sale (POS) terminal, or merchant location you will be provided with a receipt and/or imprinted sales slip showing the type, amount, date, and location of each transaction. However, you may not receive a receipt if the amount of the transaction is \$25 or less. Review the receipt to make sure that it is correct and keep all receipts to check against your monthly or quarterly statement. You will not receive a receipt of transactions initiated through online banking. You agree that we will not be required to provide any other notice to you of the execution of electronic funds transfers or debits. c) Each transaction will be detailed in your account statement. You agree to promptly examine each statement and to report any discrepancies between your records and the account statement.

5. **Pre-authorized Payments (ACH Debits).** Right to stop payment and procedure for doing so. If you have made arrangements with us to make a regular payment or withdrawal out of your account, you can stop any of these payments by following these directions: you can call us at (256) 837-6110 (locally) or (800) 234-1234 or write us at: **REDSTONE FEDERAL CREDIT UNION**, Attn: Member Support Services, 220 Wynn Drive, Huntsville, AL 35893.

You must contact us in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If we require you to confirm your oral request in writing and you fail to do so, your oral request will terminate fourteen (14) days after it is made. A written stop payment order will remain in effect for six (6) months from the date of the order or until payment of the debit entry has been stopped or you withdraw the stop payment order (whichever is earliest). (Refer to the Fee Schedule for the stop payment fee amount.) 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.

6. **Financial Institution Liability.** 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.
- If the transfer would go over the credit limit on your overdraft line of credit.
- If the transfer would create, and require our approval to pay, an overdraft per our discretionary Overdraft Privilege Policy and we choose in our sole discretion to not approve payment of such overdraft.
- If the system/access device was not working properly.
- If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you have not properly followed the terms of this Agreement or instructions regarding how to make an electronic fund transfer.
- If any data or instructions transmitted via access device(s) are inaccurate or incomplete.
- If your PIN has been reported lost or stolen or if we have any other reason to believe that an electronic funds transfer may be erroneous or unauthorized.

- If any of your funds are being held or frozen or are subject to legal withholdings.
- If the account has been closed.
- If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.
- If the automated teller machine where you are making the transaction does not have enough cash.
- If the recipient or payee of an EFT does not process a payment correctly, or in a timely manner.

There may be other exceptions stated in our Agreement with you. You shall assist us with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have been incorrectly processed.

7. **Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

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

Please refer to the Privacy Policy located in this agreement for more information regarding our privacy practices.

8. **Error Resolution.** In case of errors or questions about your electronic transfers, telephone us at (256) 837-6110 (locally) or (800) 234-1234, email us at [info@redfcu.org](mailto:info@redfcu.org), or write us at: **REDSTONE FEDERAL CREDIT UNION**, Attn: Member Support Services, 220 Wynn Drive, Huntsville, AL 35893, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Please provide the following information when you contact us:

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clear 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 verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (or ninety (90) days for foreign initiated transactions and all transfers resulting from point of sale debit card transactions or a transaction occurring within the first 30 days after deposit to a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (or five (5) business days for point-of-sale debit card transactions or 20 business days if your account has been opened for 30 days or less) 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 after completing our investigation. If we decide that there is no error, we will send you a written explanation. You may ask for copies of the document that we used in our investigation.

We may revoke any provisional credit provided to you if we find an error did not occur.

9. **Terminations and Cancellations.** We may, at our option, terminate this Agreement under the following conditions:

- Upon adverse re-evaluation of your credit worthiness;
- Upon your default or failure to satisfy the terms of the Agreement;
- At your option or, for good cause, at our option. (Our decision will be final and binding should we find that good cause exists for terminating this Agreement.)

If we terminate your account, you will be notified. We can cancel or restrict your use of any access device or any related service at any time upon such notice as is reasonable under the circumstances. You may cancel the Visa debit card by written request to the address contained in this Agreement or by calling (256) 837-6110 (locally) or (800) 234-1234 and destroying the card. Termination will not relieve you of any obligation to repay any sums borrowed or fees or charges you incurred.

You may cancel any access device by calling the Credit Union at (256) 837-6110 (locally) or (800) 234-1234 or writing us at the address disclosed in this Agree-

ment.

10. **Change of Name, Address, and Employment.** Within a reasonable time you agree to notify us of any change in your name, e-mail address, or employment.

11. **Joint and Several Liability.** If your account is a joint account, any owner of the account may withdraw funds. All charges made to your account by us upon use of an access device(s) by any owner or by person(s) with the consent or assent of any owner shall be fully binding on all account owners.

12. **Change in Terms.** We may change this Agreement from time to time and we may notify you of such change as required by law.

13. **Attorney Fees.** You agree to pay reasonable attorney's fees if the unpaid balance exceeds \$300.00 and the matter is referred to an attorney, not a salaried employee of the Credit Union, for collection after default. You are liable to us for transactions made with access device(s) and for any lawful fees assessed against the account. You further understand that we may require you to give us a security interest in any savings, checking, money market and share certificates (except Individual Retirement Accounts and Keogh) of which you are an account owner to protect us in the event your account becomes delinquent or in default.

14. **Minor Accounts.** Minor account holders, 13 – 15 years of age, may request an access device and/or debit card on their accounts with a parent or guardian's signature. There are no age restrictions for online banking or Call-24. By signing the Application for Services, the parent or guardian is accepting full responsibility for the transactions conducted by the minor and understands that, if the minor is joint on any other accounts, those accounts may be listed by the minor as joint accounts and electronic funds transfers may be initiated by the minor between the other accounts and minor's account.

15. **Security of Access Devices and Personal Identification Numbers.** You may be required to use your signature or PIN to operate the access device(s). Any PIN is confidential and should not be disclosed to third parties or recorded where it could be easily accessed. You are responsible for safekeeping your access device(s) and corresponding PIN(s). You are not to disclose or otherwise make your access device(s) or PIN(s) available to anyone not authorized to access your account. Access device(s) may be used only by the person(s) named thereon; provided, however, that you authorize other person(s) to use your access device(s) and PIN(s) in violation of this Agreement, you agree to assume responsibility for such use. We will be entitled to charge your account(s) for all such transactions by you or other authorized person(s). If you authorize anyone to use your access device(s) and PIN(s), that authority shall continue until you specifically revoke such authority by notifying us. If you fail to maintain the security of the access device(s) and PIN(s) and the Credit Union suffers a loss, we may terminate your use of the access device(s) immediately and you may be liable for the amounts up to the limits specified by Regulations E and Z.

If you authorize another person(s) to use your access device(s) and PIN(s), that person(s) can use the access device(s) to initiate any transaction on any of the account(s) to the same extent that you yourself could do so, including viewing information or initiating transactions on the account(s) to which that person does not otherwise have access or authority.

16. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement, alone and together, and shall be responsible for all electronic fund transfers (EFTs) transactions to or from any share or loan account as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, conduct any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

17. **Rejection of Payment Orders; Overdrafts.** You acknowledge that the Credit Union may from time to time, in its sole discretion, reject any EFT or return any EFT for the following reasons: (a) if there is an insufficient available balance in the account or the account has been closed or frozen, or (b) if the EFT does not conform to the terms of this Agreement. If an EFT is returned, the Credit Union will notify you and you will have the sole obligation to remake the EFT in accordance with the terms of this Agreement. The Credit Union may from time to time, in its sole discretion and without any obligation to do so, make any EFT even though an overdraft to the account may result. To the extent permitted by applicable law, you agree that the Credit Union will have no liability whatsoever for rejecting or returning any EFT. If an overdraft occurs in an account, you agree to cause a sufficient available balance to pay the amount of the overdraft to be deposited into or credited to the account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

18. **Severability; Governing Law.** If any provision of this Agreement or of any writing used in connection with this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby

affecting any other provision hereof. This Agreement will be governed by the substantive laws of the United States and the State of Alabama, without regard to such State's rules regarding conflict of laws and without regard to your state of residence or the location of any transaction or terminal.

19. **Effective Date.** This Agreement becomes effective when you sign or use the Visa debit card or any other access device.

20. **Authorization of the Investigation.** You agree to advise us of any changes in your financial condition, which may adversely affect your credit worthiness. You authorize us to obtain information concerning your creditworthiness from consumer reporting agencies, now and in connection with updates, renewals, and any later credit extensions. At your request, we will tell you if such information has been obtained from a consumer reporting agency, we will advise you of that fact and supply you with the name and address of the reporting agency making the report.

21. **Electronic Check Conversion.** You may use information from your share draft (check) to initiate a one-time electronic funds transfer from your account to pay for purchases or to pay bills. In this process, your check is used as a source of information – for the check number, your account number and the number that identifies us as your financial institution. The information is then used to make a one-time electronic payment from your account. The check itself is not the method of payment. Please do not use the same check for more than one transaction. If you do and you have a problem with one of the transactions, we may have difficulty investigating the problem because the same check number would appear more than once on your statement.

22. **Funds Transfer Notification.** If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with the next-day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

23. **Limitation on All Access Devices.** You may not use any access device, whether described in this Agreement or added in the future, for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

24. **Your access to some services may be delayed if you are a new registration or enrollment for the service.**

## CALL-24 (VOICE RESPONSE)

In addition to the terms stated in the Electronic Services Electronic Fund Transfers Disclosures, the following terms also apply to CALL-24 (Voice Response).

1. **Personal Identification Numbers (PINs).** You will receive a PIN which must be used each time Call-24 privileges are requested.

2. **Member Liability.** You may authorize the joint owner(s) of the account to utilize Call-24 by disclosing the PIN to them. You understand that the PIN grants access to all share and loan accounts of the account owner, and you accept responsibility for all transactions initiated by the PIN. In addition to the liability of you for any indebtedness created through the use of Call-24 privileges, the Credit Union may at its sole option hold any user of Call-24 privileges, if other than you, liable for any indebtedness charged to your account through the use of Call-24 privileges. In any event you shall remain primarily responsible for any such charges.

3. **Limitations on Transactions.** During any calendar month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephonic or computerized order or instruction, or by check, draft, debit card (if applicable) or similar order to a third party.

4. **Services.** Call-24 may be used to:

- Make withdrawals by check from Share Draft (Checking) and Share Account (Savings). A check payable to the account owner will be mailed on the business day following the request for withdrawal to the address of record;
- Transfer funds between your share accounts and between your share and loan accounts;
- Obtain account balances, loan payment amounts, and due dates;
- Obtain information about the last dividend paid to the account;
- Obtain information about the most recent payroll deduction or direct deposit posted to the account;
- Obtain tax information, including total interest paid and dividends earned;
- Obtain information on checks cleared;
- Make loan payments from most share accounts;
- Transfer funds between your primary account and joint accounts;

- Request a stop payment (Refer to the Fee Schedule for the current stop payment fee); and

- Change PIN to preference.

5. **Credit Card Payments Online.** Credit Union credit card payments can be made by phone with CALL-24. Payments are made by transferring funds to the appropriate credit card account.

The credit card account does not allow withdrawals; therefore, you cannot reverse transfers to these payment account types. Payments posted incorrectly must be reversed by the Credit Union. If an incorrect payment is made, call us at (256) 837-6110 (locally) or (800) 234-1234. Most payments will take two (2) business days to post to your credit card account; therefore, your available credit will not be immediately updated. The next payment due date will not advance until the last week of each month even though the payment has been made for the current month. Cash advances are not available.

## ONLINE BANKING

In addition to the terms stated in the Electronic Services Electronic Fund Transfers Disclosures, the following terms also apply to online banking.

Internet Address: <https://www.redfcu.org>

1. **Services.** If we approve the online banking service for your accounts, a PIN (Personal Identification Number) will be generated. You must use your PIN along with your member number to access your account and to conduct transactions on online banking. You may change a PIN at any time after you receive it. At the present time, you may use online banking service to:

- Transfer funds between your share accounts and between your share and loan accounts;
- Obtain account balances, loan payment amounts, and due dates;
- Obtain information about the last dividend paid to your account;
- Obtain information about the most recent payroll deduction or direct deposit posted to your account;
- Obtain information on cleared checks;
- Make loan payments from most share accounts;
- Transfer funds between your primary account and joint accounts;
- Obtain detailed account transaction information;
- View your statement;
- Change your PIN;
- Download transaction history to Quicken, Microsoft Money, or a spread sheet application;
- Request a stop payment (Refer to the Fee Schedule for the current stop payment fee);
- Apply for a consumer loan;
- Open select types of share accounts (restriction period may apply to some accounts if you are newly enrolled in the service); and
- Pay most bills with Electronic Bill Payment Service. (Restriction period may apply.)

Your accounts can be accessed under the online banking access service via a personal computer with Internet connection. This service may be interrupted for a short time for data processing and system maintenance. In addition, access to Electronic Bill Payment Service is made available pursuant to a license agreement by and between us and CheckFree Services, a division of Fiserv, Inc. Any interruption of service or access caused by CheckFree will prevent your use of the service. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered, after numerous unsuccessful attempts to enter a transaction, or after numerous entries of an incorrect PIN or security question and there may be limits on the duration of each access.

A monthly fee may be charged to access this service. We reserve the right to charge a monthly fee by sending you at least thirty (30) days prior written notice of the fee and amount and the effective date.

You expressly authorize us to debit the appropriate account in the amount of any electronic funds transfer initiated through online banking by you or by any other person you authorize to use your PIN and security question. You agree to treat any such electronic funds transfer from an account the same as duly executed written withdrawal, transfer, or check and that we may treat any such electronic

funds transfer to an account the same as a deposit, all in accordance with the terms of this Agreement and your Account Agreement(s) with us.

2. **Limitations on Transactions.** During any calendar month, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephonic or computerized order or instruction, or by check, draft, debit card (if applicable) or similar order to a third party.

3. **Settlement of Obligations.** To the extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of the accounts or (b) deducting the payment from the amount of any electronic funds transfer. Such obligations include, without limitation, fees owed to us and settlement for electronic fund transfers initiated through online banking. At any time any account is closed (whether by you, by us, or otherwise), or online banking service is terminated (whether by you, by us, or otherwise), you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any account. Debiting an account or deducting payment for the amount of any electronic funds transfer is not the Credit Union's exclusive remedy under this or any other section of this Agreement, and the Credit Union will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

4. **Credit Card Payments Online.** Credit Union credit card payments can be made online with online banking. Payments are made by transferring funds to the appropriate credit card account.

The credit card account does not allow withdrawals; therefore, you cannot reverse transfers to these payment account types. Payments posted incorrectly must be reversed by the Credit Union. If an incorrect payment is made, call us at (256) 837-6110 (locally) or (800) 234-1234. Most payments will take two (2) business days to post to your credit card account; therefore, your available credit will not be immediately updated. The next payment due date will not advance until the last week of each month even though the payment has been made for the current month. Cash advances online are not available.

5. **Open Accounts Online.** You can open select accounts online through online banking. If you are newly enrolled in the service, there may be a restriction period for certain accounts which would delay when these accounts are available to be opened online. Even though the select accounts are opened online, they are still subject to the terms and conditions stated in this Agreement and on the Agreement located at <https://www.redfcu.org>. **Please refer to the applicable disclosure sections found in each of these Agreements for the terms and conditions of the account type you are requesting to open. You understand that any accounts opened online are legally binding in a court of law.**

6. **Changing Your Password.** Password (PIN) may be changed by the Primary Member in person, in writing or by calling the Credit Union Call Center. THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A JOINT ACCOUNT IF THE PASSWORD IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

You agree that the Credit Union has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Credit Union will not be liable for any unauthorized access to your personal computer using your password. You agree that it is YOUR responsibility to INITIATE AND MAINTAIN adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

7. **Inactivity.** The Credit Union may terminate your online banking service after 180 days of inactivity.

## ELECTRONIC BILL PAYMENT SERVICE

**Your access to the Electronic Bill Payment Service may be restricted for up to 14 days from your registration for online banking.** You can access the CheckFree Electronic Bill Payment Service through online banking. The Electronic Bill Payment Service will allow you to do the following:

- Register for Electronic Bill Payment Service;
- Select merchants from the public merchant database;
- Add new merchants not on the database;
- Delete a payee;
- Set up and schedule an electronic bill payment;
- Change an electronic bill payment;
- View electronic bill payment history.

### 1. Service Definitions.

"Service" means the Bill Payment Service offered by Redstone Federal Credit Union, through CheckFree Services, a division of Fiserv, Inc.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

2. **Payment Scheduling.** Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

3. **The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

4. **Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- d. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for

returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Methods. The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

6. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

7. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the Fee Schedule.

8. Prohibited Payments. Payments to Payees outside of the United States or its territories are prohibited through the Service.

9. Exception Payments. Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

10. BILL DELIVERY AND PRESENTMENT. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the

accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

11. EXCLUSIONS OF WARRANTIES. THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Password and Security. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 256-837-6110 (locally) or 800-234-1234 during customer service hours.

13. Your Liability for Unauthorized Transfers. Please refer to item number 1, entitled "Member Liability (excluding business debit cards)," located at the beginning of this Agreement for liability information.

14. Errors and Questions. Please refer to item number 8, entitled "Error Resolution," located at the beginning of this Agreement for information about errors and questions.

15. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

16. Service Fees and Additional Charges. Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard share accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

17. Failed or Returned Transactions. In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
- The Service is authorized to report the facts concerning the return to any credit reporting agency.

18. Alterations and Amendments. This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service may provide notice to you as required by law. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

19. **Address or Banking Changes.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

20. **Service Termination, Cancellation, or Suspension.** In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

- a. Telephone us at 256-837-6110 (locally) or 800-234-1234 during customer service hours; and/or
- b. Write us at: Redstone Federal Credit Union, 220 Wynn Dr NW, Huntsville, AL 35893

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

21. **Payee Limitation.** The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

22. **Returned Payments.** In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

23. **Information Authorization.** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

24. **Disputes.** In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

25. **Assignment.** You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

26. **No Waiver.** The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

27. **Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

28. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

29. **Limitations.** There is no limit to the number of payees you may have in your merchant list at any given time. There is no limit to the number of payments you can send to each payee. Any payee you wish to pay through Electronic Bill Payment Service must be payable in US dollars and located in the United States. You may not make payments to a federal, state or local governmental or to other categories of payees that we establish from time to time.

30. **Available Funds Required.** All bill payments initiated through Electronic Bill Payment Service are subject to sufficient funds being available in the affected account to cover the transfer on the scheduled payment date. Payments are scheduled based on the day you want the funds debited from your account.

31. **Overdrafts and Rejects.** We will overdraft from your Share Account (Savings) in accordance with your Share Draft (Checking) account terms and conditions, your Overdraft Protection Loan disclosures, or your Astro Loan Line of Credit in accordance with the terms of the Credit Agreement or your Overdraft Privilege Pay service if your Share Draft (Checking) account lacks a sufficient available balance on the designated Electronic Bill Payment Service processing date. If this transfer still does not cover the overdraft of your Share Draft (checking) account, it is possible you may be assessed both an an Overdraft Privilege Fee.

32. **Fees and Charges.** Please refer to the Fee Schedule for any fees that are associated with Electronic Bill Payment Service.

33. **Inactivity.** The Credit Union may terminate your online banking service after 180 days of inactivity.

## ESTATEMENTS, ENOTICES, AND CU ALERTS

EStatements, ENotices, and CU Alerts are three services provided through online banking. With EStatements you can view, download and print your account statement from our secure online banking website.

CU Alert allows you to receive notifications on your PC, laptop, text-enabled cell phone or any other mobile text device. Notifications can be received for payroll and ACH credits, share account balances, loan account balances, loan payment due dates, certificate maturity dates, cleared checks, insufficient funds notices, regulatory notices and disclosures, automatic withdrawals, EStatements and member defined alerts.

**You acknowledge that you are capable of accessing the requested electronic documents in an electronic format. You further acknowledge that you understand your consent is legally binding in a court of law.** You may obtain a paper copy of the electronic documents at any time. Any paper copies or updated paper copies of the disclosures, statements, notices or other communications can be obtained by contacting our Member Contact Center at (256) 837-6110 or 1-800-234-1234. Please refer to the Fee Schedule for the amounts of the Statement Copy, Check Copy, and Miscellaneous Copies fees. You may, at any time, withdraw your consent by clicking the eStatements & Alerts button then clicking the Cancel Services button inside online banking.

By applying for EStatements and/or CU Alerts, you acknowledge that you are bound by the following terms and conditions, as well as any other applicable terms and conditions stated in the Electronic Services Agreement, Account Agreement or any other applicable agreement.

1. **Election And Authorization For Electronic Delivery.** You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and/or State statutes and their implementing regulations, as amended from time to time, including, but not necessarily limited to:

Truth in Lending Act	Home Mortgage Disclosure Act
Truth in Savings Act	Fair Housing Act
Fair Credit Reporting Act	Equal Credit Opportunity Act
Electronic Funds Transfer Act	Consumer Leasing Act
Federal Credit Union Act	Gramm-Leach-Bliley Act
NCUA Rules and Regulations	

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. You also authorize us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. You agree that if you elect to receive statements electronically, all required notices regarding your accounts at Redstone Federal Credit Union are also, at our discretion, to be provided to and accessed by you exclusively on an electronic basis in the form of an eNotice. If there is more than one person that is a party to the account, notice to any one

party will be effective for all.

You further elect and authorize us, at our discretion, to electronically provide you with such CUAAlert services as may be made available to you from time to time. By way of example, these “alerts” may include information as to when your account balance goes above or below a pre-defined value, loan payment due dates, upcoming maturities of share certificates, payroll deposits, clearance of ACH items, and clearance of checks.

**2. Security Measures.** We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s), notices, and alerts. Our security consists of 128-bit encryption of the data on the EStatements to protect it while in transit over the Internet.

YOU UNDERSTAND THAT THESE INDUSTRY STANDARDS ARE DYNAMIC AND CONSTANTLY DEVELOPING. YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENT(S), NOTICES, AND ALERTS, INCLUDING, BUT NOT LIMITED TO, DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES, WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO SUN SPOTS), MATTERS BEYOND OUR REASONABLE CONTROL OR INTERCEPTION AND/OR ALTERATION OF SUCH ACCOUNT STATEMENT(S) AND NOTICES BY THIRD PARTIES IN SPITE OF THE CREDIT UNION’S COMMERCIALY REASONABLE SECURITY MEASURES. YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY REASONABLE. IN REACHING THIS CONCLUSION, YOU HAVE CONSIDERED THE HISTORICAL AND POTENTIAL FUTURE CONTENT OF YOUR ACCOUNT INFORMATION TO BE RECEIVED ELECTRONICALLY, THE RISKS ASSOCIATED WITH ELECTRONIC DELIVERY OF THIS INFORMATION, AND OUR SECURITY PROCEDURES. IF YOU CONCLUDE THAT OUR SECURITY PROCEDURES CEASE TO BE COMMERCIALY REASONABLE IN THE FUTURE, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH 9 BELOW.

**3. Your Computer’s Specifications.** In order to receive the services addressed herein, your computer hardware, software and your Internet service provider (“ISP”) must meet the following specifications:

- For web browser: Latest version of the Internet Explorer, Google Chrome, Firefox, or Safari
- For operating system: Windows 7 or higher, Mac OS X 10.9 or higher, Android 5 or higher, or iOS 9 or higher
- 200 MB Free Disk Space
- ISP Allows E-mail Attachments Up To 500 KB
- Adobe Acrobat Reader

**4. E-Mail Address.** We will send you account alerts, account notices, and eStatement-ready notifications to you via email to the last email address provided within online banking. You agree to update your email address within online banking. You further agree that any notice to us pursuant to this Agreement is effective only upon receipt by us of said notice. For your protection and for security purposes, we will not accept any change of email address notices via email. If you have not notified us of any change to your email address, you agree that failure to provide us with a good email address is the lack of ordinary care on your part.

If you have a joint account, your e-mail address may be changed using the procedure described above by any authorized party to your account.

THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY (JOINT) ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

**5. Prompt Review Of EStatements.** Your EStatements, notices and alerts will be dated the day the information is sent to you by e-mail (the “E-mail Date”). You must promptly review your EStatement and any accompanying items and immediately notify us in writing or via e-mail at [info@redfcu.org](mailto:info@redfcu.org) (within the applicable time periods specified in the Account Agreement, Electronic Services Agreement or applicable law) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone other than you to review your statements, you must still review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities because you will be responsible for the wrongful acts of your employees, agents, and any other such third persons. Any applicable time periods within which you must notify us of any errors on your account statement(s) or any other information

which is provided to you electronically shall begin on the E-mail Date regardless of when you receive and/or open the EStatement.

**6. Disclaimer Of Warranty.** WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE PROGRAM USED TO ACCESS THE SERVICES ADDRESSED HEREIN, AND WE DO NOT WARRANT THAT THE SOFTWARE PROGRAM OR THAT THESE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM OR THE SERVICES WE PROVIDE UNDER THIS AGREEMENT. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**7. Notice Of Unauthorized Access.** If you believe your EStatement is lost or that someone has obtained access to your EStatement without your permission, call us immediately at (256) 837-6110 (locally) or 800-234-1234 or write us at: Redstone Federal Credit Union, 220 Wynn Drive, Huntsville, AL 35893, as soon as possible.

**8. LIABILITY; INDEMNIFICATION.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP, OR WEATHER CONDITIONS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**9. Termination/Amendment.** This Agreement shall remain in full force and effect until it is terminated by either party. We also have the right to terminate this Agreement immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable law, rule or regulation which may govern your account(s), including the terms of the Account Agreement, Electronic Services Agreement or any other agreement. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. We may amend/modify this Agreement by sending electronic notice as required by law. The date of the notice is the date the notice is sent to you (the E-Mail date), regardless of when you receive and/or open the EStatement or notice.

## REDSTONE REWARDS® OFFERS.

In addition to the other information contained in this Agreement, if you decide to use the Redstone Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

**License Grant and Restrictions.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application (“Redstone Rewards Offers”) to benefit from your debit card purchases.

In addition to the Redstone Rewards Offers, the term “Redstone Rewards Offers” also include any other programs, tools, internet-based services, components and any “updates” (for example, Service maintenance, Redstone Rewards reward information, help content, bug fixes, or maintenance releases, etc.) of the Redstone Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Redstone Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not

allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Redstone Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Redstone Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of the Redstone Rewards Offers or any services provided in connection with them, prevent access to or the use of the Redstone Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using a service; or (vi) otherwise use the Redstone Rewards Offers or any services provided in connection with them except as expressly allowed under this Section.

**Ownership.** The Redstone Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**Your Information and Account Data with Us.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Redstone Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Redstone Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Redstone Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Redstone Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Redstone Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**Third Party Services.** In connection with your use of the Redstone Rewards Offers or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**Third Party Websites.** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained

in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Redstone Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Additionally, you acknowledge and agree to the following terms and conditions of service.

**Redstone Rewards.** You will earn rewards for your participation in the Redstone Rewards Offers program based on total purchases. If you participate in the Redstone Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Redstone Rewards Offers share account which is associated with the Redstone Rewards Offers program.

**Redstone Rewards Offers Account.** You must use the debit card associated with the Redstone Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types. Purchases must be made as indicated in the offers made available under the Redstone Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Redstone Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our Member Contact Department at the phone number provided in this Agreement if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Redstone Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available."
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

#### **MOBILE BANKING SERVICE.**

The Mobile Banking Service ("Service") provide members with the ability to obtain account balances and account information on their cell phone. Enrollment in the service is done within Online Banking and requires the member to accept certain terms and conditions, provide their mobile phone number, and verify that

their mobile phone number is in their own in their possession by entering into Online Banking an activation code that the service sends to the member via text message to the mobile phone number provided.

1. **Prerequisites.** Member must be a registered Online Banking Service user. Online Banking Service is offered and priced separately and is not included with the Service.

In order to access the Service, the member must use a mobile device served by a certified mobile carrier. The Service is not certified to operate for members trying to access it while outside the United States.

In order to access the Service, the member's wireless device must be enabled to receive and transmit data and must include texting functionality and allow up to 160 characters (including spaces) in a single message.

2. **Implementation.** Implementation services for the Service will be provided by Digital Insight and/or its third party service provider.

3. **Changes to the Authorized Service.** The Service may be modified from time to time by Digital Insight Corporation (Digital Insight) for purposes including, but not limited to, ensuring compatibility with wireless devices that may be offered in the future.

4. **Agreement.** Member agrees to accept the Terms and Conditions of the Service. Member also agrees that RFCU is not responsible for messaging charges assessed by your mobile carrier for the use of Mobile Banking.

5. **Questions.** Members can contact RFCU at any time via email at [info@redfcu.org](mailto:info@redfcu.org) or at 256-837-6110 or 800-234-1234 ext. 3640.

6. **Privacy Policy.** Any personal information that a member may share with RFCU while using Mobile Banking is governed by the same privacy policy as governs online banking services. Please refer to RFCU's Privacy Policy for additional information.

7. **Violations of the Terms and Conditions.** If RFCU becomes aware that a member is engaging in any activity directly related to the use of the Service that is illegal or fraudulent or otherwise violates the Terms and Conditions or this Agreement, Digital Insight and RFCU reserve the right to suspend the member's use of the Service immediately. Digital Insight and RFCU may terminate the Service upon becoming aware that a member is violating any law or is otherwise engaging in activity that is not permitted under this Agreement and that may be detrimental to RFCU or Digital Insight. Digital Insight shall provide RFCU with prompt notice of any such suspension and such suspension shall not be considered a breach of this Agreement or a service outage.

8. **Disclaimers.** Digital Insight and RFCU shall bear no liability for (i) compatibility of the Service with all wireless and/or WAP-enabled devices, (ii) server latency or response times for the Service, (iii) additional costs assessed by wireless carriers for text and Internet access, or (iv) any decisions made or transactions initiated by RFCU members based on member's use of the Service and/or the data accessed by the Service.

9. **Security.** Mobile Banking is fully secure using industry standard technologies and security certificates, with 128-bit encrypted communication. No personal or confidential information is stored on the mobile device or in the mobile Web banking application. The member agrees that RFCU has no control as to the persons who have access to the member's mobile phone or access device and password. RFCU will not be liable for any unauthorized access to the member's mobile phone or access device using the member's password. The member agrees that it is his/her responsibility to INITIATE AND MAINTAIN adequate procedures to prevent any unauthorized access to his/her mobile phone or access device or unauthorized use of his/her password.

10. **One Mobile Phone Number.** Only one mobile phone per member log-in can be registered. If the member changes the mobile phone number, the member must re-enroll the new mobile phone number.

## TEXT BANKING SERVICE.

Text messaging banking services is hosted and powered by Digital Insight. Message and data rates may apply to using this service. For help, text "Help" to the shortcode 454545. To cancel the text messaging banking service, send a text "Stop" to the shortcode 454545 at any time. Members will receive a one-time opt-out confirmation text message but will not receive any future messages thereafter. The service can also be cancelled by logging into online banking, going to the Manage Money tab, and deactivating the service. In case of questions, please contact member service at [info@redfcu.org](mailto:info@redfcu.org) or call 800-234-1234.

Text messaging banking services offers RFCU members mobile access to their account information (e.g., for checking balances and recent transactions) over SMS, as well as the option to set up alerts for their accounts and other functional-

ity. Enrollment requires identification of the member's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the member receiving a MT message with a verification code which they will have to enter on the website. Additionally, members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the member. This program will be ongoing. Standard messaging charges may apply, if applicable. Members may opt out of this service at any time.

If the member has deactivated his/her cellular service for the mobile phone number enrolled in text messaging banking service, the member is responsible for deactivating that phone number in the service.

To perform a transaction, text the following keywords to **454545**:

<b>bal</b>	Obtain primary account balance
<b>bal all</b>	Obtain all account balances
<b>last</b>	Obtain last 5 transactions on primary account
<b>bal check</b>	Obtain account balance of checking accounts
<b>bal save</b>	Obtain account balance of savings accounts
<b>trans amount</b>	Transfer funds to primary account from preselected source account
<b>help</b>	Obtain help on keywords
<b>stop</b>	Deactivate service

## CO-BROWSE SUPPORT SERVICE. (when available)

The Co-Browse Support Service is a web-based member service tool integrated with Online Banking, which permits members who have logged into Online Banking to request a Co-Browse session to share a browser with RFCU's member support personnel. The Co-Browse Support Service provides members and RFCU member support personnel with the ability to perform the following:

- **Share Web Pages** – RFCU's member support personnel and the member can share the exact same web page including unique user information without any software download or plug-in.
- **Shared Unique Pointer** - The Co-Browse Support Service provides a shared pointer that is activated through the "rightclick" function on the mouse so that both the support personnel and the member can point to specific areas on a web page.
- **Joint Form Fill** – RFCU's support personnel and the member can each see what the other types into a form field.
- **New Window Support** – The Co-Browse Support Service accommodates web pages that open new windows. The Co-Browse session continues in the new window, whether it is a "pop-up" or "child" window or just a new page opening. If an additional browser window is opened by member or RFCU support personnel, only the person opening the new window has access and can view the additional window. Only the shared browser window is accessible to both individuals.
- **Member Control** – Member or RFCU support personnel may end the co-browse session at any time by closing the shared window.

1. **Security.** 128-bit encryption is used on every co-browse session. RFCU support personnel cannot view any screen or information outside the shared co-browse session. Passwords are not passed between RFCU and member.

2. **Supported Browsers and Additional Information.** Only Microsoft Internet Explorer 5.0 browser and above are supported. Macintosh computers/browsers, Netscape browsers, and Firefox browsers are not supported. Co-Browse supports most pages with JavaScript. Pop-ups blockers should be turned off when using Co-Browser Support. Pop-up windows within Co-Browser Support must be closed by RFCU member support personnel and member separately. Online Banking pop-up windows containing browser text cannot be viewed within the Co-Browse Support session. The Forward and Back buttons should not be used while in a Co-Browse Support session.

3. **Miscellaneous.** None of the Co-Browse Support Service software, documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent of Digital Insight Corporation and the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denials.

4. **U.S. Government Restricted Rights.** The Co-Browse Support Service software and documentation are Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government

is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is PageShare Technologies, Inc. 206 Black Tie Lane, Chapel Hill, North Carolina 27514.

## SECURE CHAT AND SECURE E-MAIL SUPPORT SERVICES

**Secure Chat.** Secure Chat enables real-time, secure online chat within Online Banking with the member and RFCU member support personnel. Secure Chat Service provides RFCU member support personnel with the ability to receive incoming member queries and transmit outgoing RFCU member support personnel responses using 128 byte Secure Socket Layer encryption technology.

**Secure E-Mail Support.** Secure E-Mail Support is entirely Internet-based and does not require members to download any software. Secure E-Mail Support enables secure email communication initiated by the member from within Online Banking. The member can click on a link entitled "Secure Email" and is able to write a secure email, view past emails sent and received, and manage their Inbox. Secure E-Mail Support can be used with POP3 email received from a public website. Each email is identified as delivered securely or insecurely to ensure that confidential information is only shared securely.

Secure E-Mail Support allows members to receive documents via a chat session or email attachment in almost any format including .pdf, .doc, .xls, or links to other Web pages that may contain the correct information.

## DEBIT CARD AGREEMENT ("Agreement")

**This Agreement contains the terms and conditions which apply to Redstone Federal Credit Union's Visa® debit cards (hereinafter "debit card"). In this Agreement and Disclosure Statement the words "you," "your," or "yours," mean the member cardholder and anyone you authorize to use your debit card. The words "we," "us," "our," and "RFCU" mean Redstone Federal Credit Union. The word "account" means both your savings and share draft (checking) account with us. The word "PIN" means personal identification number. By using the debit card, you agree to be bound by this Agreement and by any amendments made now and in the future by us to this Agreement.**

1. **Use of Card.** The Visa debit card can be used to make purchases anywhere Visa cards are accepted. All debit cards can be used as an automated teller machine (ATM) card at any ATM machine displaying the logos found on the reverse side of your debit card for a fee. The Visa debit card is issued in conjunction with your account and may be used to:

- Make purchases at merchant locations displaying the Visa logo;
- Make purchases at unattended terminals (e.g., gas stations);
- Make payments to your RFCU accounts at a Redstone Federal Credit Union full-service ATM or interactive teller machine (ITM);
- Place orders by mail, phone or over the Internet;
- Access your account via point of sale (POS) terminals that have a PIN pad;
- As an ATM card, perform withdrawals, transfers and balance inquiries;
- As an ATM card at a Redstone Federal Credit Union full service ATM or ITM, make the following transactions with no fee: deposits to your accounts, withdrawals, transfers, balance inquiries, loan payments, and loan advances (with approved line of credit).

Deposits are subject to hold until verification of the deposit can be made.

Funds from any deposits (cash or check) made at automated teller machines (ATMs) or interactive teller machines (ITMs) will generally be available by the next business day, or when funds can be verified, subject to our check hold policy.

2. **Fees.** The annual fee shall be waived at this time. We reserve the right to charge an annual fee in the future by providing notice to you as required by law. All debit cards may be used at any Redstone Federal Credit Union ATM or ITM with no fee. If used as an ATM card, you may be subject to a service fee for using an ATM we do not own. We have no control over these fees. Please refer to the Fee Schedule for the fee amounts that may be assessed against your account in connection with the use of your debit card.

Any fees that you incur will be deducted from your account and will appear on your monthly statement. Fees may be changed if our process changes or if we find it necessary to add additional fees.

3. **Overdraft Options.** We recommend you establish at least one source of overdraft protection to which our standard overdraft transfer fees apply. Overdrafts will be taken from the account(s) established by you in the amount needed to cover purchases/POS transactions plus any applicable fees. Overdrafts to the Share Account (Savings) are limited to six (6) per calendar month. The debit card is not a credit card and its issuance does not permit you to overdraw your account or otherwise obtain credit from us except where overdraft protection service has previously been approved and is used in conjunction with the account. We have the right to withdraw funds from any account on which you are an owner in order to pay funds owed on Share Account (Saving) or Share Draft (Checking) accounts.

4. **Agreement.** Use of the debit card or the account number on the card in an electronic terminal or for payments, or purchase or to obtain cash back from merchants, financial institutions or others who honor the debit card, is a request for withdrawal of funds from the Account, subject to the provisions stated in Agreement, your Overdraft Protection Loan disclosures, Astro Loan Line of Credit Agreement and Disclosure Statement, and any other line of credit agreement/disclosures; if applicable. You expressly authorize us to debit your account in the amount of any transaction ordered by you or by any other person with your authorization or consent or to whom a debit card was issued at your request. You agree that we may treat any such transaction the same as a duly executed written withdrawal, transfer or check. In the event of a transfer from your overdraft line of credit, you agree that we may treat any such transfer from the line of credit account the same as a duly executed cash advance in accordance with the terms of your Overdraft Protection Loan disclosures, Astro Loan Line of Credit Agreement and Disclosure Statement, or any other applicable line of credit agreement/disclosures; governing the line of credit account. Each debit card withdrawal will be charged to the account. We are not liable for the refusal or inability of terminals or persons outside the Credit Union to honor the debit card or to complete debit card withdrawals or for the retention of the debit card by such terminals or persons. You agree that, except as may otherwise be required by applicable federal or state laws, we will have no liability to you for any costs, losses or damages, including consequential damages, which you may suffer due to the unavailability at any time of any terminal. You agree not to attempt any transaction at a terminal, which appears not to be operating properly.

5. **Limitations on Use and Retention of Card.** You may not use your debit card for a transaction that would cause the outstanding balance of any of your designated accounts to be less than zero, unless the account has been previously linked to designated overdraft account. You may use your current available Share Draft (Checking) account balance for purchases and cash withdrawals. However, you may not use your card to transfer money which is not yours to or from your designated accounts. We are not required to complete these transactions, but if we do, you agree to pay us any excess amount of improperly withdrawn or transferred amount immediately upon request. We may stop or limit electronic transfers from your account at any time, if necessary to maintain or restore the security of the system or of your account. The ATM (or ITM) may in some circumstances retain the card and not return it to you. You acknowledge that those restrictions and programs are provided for the protection of both you and us against wrongful use of the card. As a safeguard to minimize losses from fraud or stolen card usage, we do set a limit of \$11,000.00 per day for signature purchases, if available in the account. However, if the system is down, lower limits will apply. Please note that if the debit card is being used for a POS PIN-based transaction, the limit of \$11,000.00 per day applies (if available in the account). If the debit card is being used for an ATM PIN-based transaction, the limit of \$1,000.00 per day applies (if available in the account). The POS and merchant limit is restricted to the available account balances. You may not reduce your share savings balance below \$5.00. We reserve the right to change these amounts whenever we deem it appropriate or necessary.

6. **Authorization.** The merchant may be required to obtain an authorization from us for any transaction over a certain dollar amount. The available balance in your account will be reduced (placed on hold) by the amount of any transaction for which the merchant received authorization from us, even if the documentation evidencing the transaction has not yet been received or processed by us. You agree that we are not responsible if we do not authorize or if we dishonor other POS, ATM or check transactions drawn on your account while such a hold is placed on your account. When the document has cleared through us, your account will be debited for the amount of the transaction.

7. **Additional Cards.** Additional cards may be ordered in a joint owner's name, providing they are joint on all affected accounts. A personal identification number (PIN) must be selected for each card received. You may only order one card per name per account.

8. **Error Resolution Notice.** In case of errors or questions about your electronic transfers, telephone us at (256) 837-6110 (locally) or (800) 234-1234 (long distance only), email us at [info@redfcu.org](mailto:info@redfcu.org), or write us at: **REDSTONE FEDERAL CREDIT UNION**, Attn: Member Support Service, 220 Wynn Drive, Huntsville, AL 35893. as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Please provide the following information when you contact us:

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clear 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 verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (or ninety (90) days for foreign initiated transactions and all transfers resulting from point of sale debit card transactions or a transaction occurring within the first 30 days after deposit to a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (or five (5) business days for point-of-sale debit card transactions or 20 business days if your account has been opened for 30 days or less) 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 after completing our investigation. If we decide that there is no error, we will send you a written explanation. You may ask for copies of the document that we used in our investigation.

We may revoke any provisional credit provided to you if we find an error did not occur.

9. **Disputes.** You are encouraged to resolve disputes directly with the merchant or seller involved. If that is not possible, we will handle all disputes in accordance with Visa USA rules, Regulation E and Z. You may initiate a dispute procedure verbally, but a written explanation of the transaction and the reason for dispute is required. You understand any claim or defense which you assert against a merchant or seller will not relieve you of your obligation to pay us the total amount of the sales slip. Visa USA rules do not apply to transactions not processed by Visa.

10. **Security of Debit card and Personal Identification Number (PIN).** You may be required to use your signature or PIN to operate the access device(s). Any PIN is confidential and should not be disclosed to third parties or recorded where it could be easily accessed. You are responsible for safekeeping your debit card and PIN. You are not to disclose or otherwise make your debit card or PIN available to anyone not authorized to access your account. The debit card may be used only by the person named thereon; provided however, that if you authorize another person to use your debit card and PIN in violation of this Agreement, you agree to assume responsibility for such use. We will be entitled to charge your account(s) for all such transactions by you or other authorized persons. If you authorize anyone to use your debit card and PIN, that authority shall continue until you specifically revoke such authority by notifying us. If you fail to maintain the security of the debit card and PIN and the Credit Union suffers a loss, we may terminate your use of the debit card immediately and you may be liable for the amounts up to the limits specified by Regulations E and Z.

**If you authorize another person to use your debit card/PIN, that person can use the debit card to initiate any transaction on any of the accounts to the same extent that you yourself could do so, including initiating transactions on accounts to which that person does not otherwise have access or authority.**

11. **Amendments.** We may amend this Agreement from time to time and we may notify you of such change as required by law.

12. **Terminations/Cancellations.** You agree that we may cancel or restrict your use of the debit card at any time upon such notice as is reasonable under the circumstances and that we need not give you any notice before doing so. We may also cancel the debit card upon your default or failure to satisfy the terms of the Agreement. You may cancel the debit card by written request to the address contained in this Agreement or by calling (256) 837-6110 (locally) or (800) 234-1234 (long distance only) and destroying the card. The debit card is and remains

our property, is not transferable by you, and must be destroyed when the account is closed. Termination will not relieve you of any obligation to repay any sums borrowed or fees or charges you incurred.

13. **Attorney Fees.** You agree to pay reasonable attorney's fees if the unpaid balance exceeds \$300.00 and the matter is referred to an attorney not a salaried employee of the Credit Union for collection after default. You are liable to us for transactions made with the debit card and for any lawful fees assessed against the account. You further understand that we may require you to give us a security interest in any savings, checking, money market and share certificates (except Individual Retirement Accounts and Keogh) of which you are an account owner to protect us in the event your account becomes delinquent or in default.

14. **Member Liability for Lost or Stolen Visa® Debit Cards (excluding Visa's zero liability\*).** Tell us AT ONCE if you believe your Visa Debit Card has been lost, stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your Visa Debit Card without your permission. You must be willing to prosecute anyone who uses your Visa Debit Card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss, theft or unauthorized use of your Visa Debit Card, and we can prove we could have stopped someone from using your Visa Debit 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, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Visa Debit Card was lost, stolen, or used without your authorization or someone has or may use your Visa Debit Card to transfer money from your account without your permission, call (256) 837-6110 (locally) or (800) 234-1234 (long distance only) or write: **REDSTONE FEDERAL CREDIT UNION**, Attn: Member Support Services, 220 Wynn Drive, Huntsville, AL 35893.

**Visa's Zero Liability for Lost or Stolen Visa Debit Card\*.** Tell us at ONCE if you believe your Visa debit card has been lost or stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. You could have zero (0) liability if you meet the following conditions:

- You must have exercised reasonable care in safeguarding your card from risk of loss or theft; and
- The transaction was not a commercial card, ATM or PIN-based transaction not processed by Visa.

However, the Credit Union may increase the limit of your liability for unauthorized Visa transactions only if we reasonably determine, based on substantial evidence, that you were **negligent** or fraudulent in the handling of your account or Visa debit card.

If you believe your Visa debit card has been lost, stolen, or used without your authorization or someone has transferred or may transfer money from your account without your permission, call (256) 837-6110 (locally) or (800) 234-1234 (long distance only) or write us at: **REDSTONE FEDERAL CREDIT UNION**, Attn: Member Support Services, 220 Wynn Drive, Huntsville, Alabama 35893.

\*If your Visa debit card has been lost or stolen debit card or used without your permission and does not qualify for Visa's zero liability provisions, it will be subject to the liability provisions provided under Regulation E and listed in this section.

15. **Business days.** For purposes of these disclosures, our business days are Monday through Friday, excluding Federal holidays.

16. **Information disclosure.** We will disclose information to third parties about your account or the transfers you make:

- i. Where it is necessary for completing transactions,
- ii. In order to verify the existence and condition of your account for a third party (such as a credit bureau or merchant),
- iii. In order to comply with government agency or court orders, or
- iv. If you give us your written permission.

Please refer to the Privacy Policy for more information. You may obtain a copy of our Privacy Policy by contacting the Credit Union, by visiting a branch office

or by visiting our website at [www.redfcu.org](http://www.redfcu.org).

17. **Documentation.** You will receive documentation of each transaction you initiate at an ATM or POS terminal. Each time you use your debit card/PIN at an ATM, POS, or merchant location you will be provided with a receipt and/or an imprinted sales slip, showing the type, amount, date and location of each transaction. However, you may not receive a receipt if the amount of the transaction is \$25 or less. Review the receipt to make sure that it is correct and keep all receipts to check against your account statement. You will receive a monthly account statement mailed to the address of record with us. You agree to promptly examine each statement and to promptly report any discrepancies between your records and the account statements or any other notices provided by us to you.

18. **Financial institution's liability.** If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2) If the transfer would go over the credit limit of your overdraft protection or overdraft line of credit.
- 3) If the transfer would create, and require our approval to pay, an overdraft per our discretionary Overdraft Privilege Policy and we choose in our sole discretion to not approve payment of such overdraft.
- 4) If the system was not working properly.
- 5) If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 6) If you have not properly followed the terms of this Agreement or instructions regarding how to conduct an ATM or POS transaction.
- 7) If your funds are being held or frozen or are subject to legal proceedings.
- 8) If your PIN has been reported lost or stolen or if we have any other reason to believe that an ATM or POS transaction may be erroneous or unauthorized.
- 9) If the account has been closed.
- 10) If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.
- 11) If you have used the debit card to withdraw the maximum daily dollar limit.
- 12) If the debit card is damaged.
- 13) If the ATM or ITM does not have enough cash.
- 14) If any data or instructions transmitted are inaccurate or incomplete.

There may be other exceptions stated in our Agreement with you. You shall assist us with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have been incorrectly processed.

19. **Errors and Adjustments.** We agree to correct any error made crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to the account to obtain payment of any erroneous credit.

20. **Transaction Verification.** All deposits and payments made at our full service ATMs or ITMs are subject to our verification and collection. Deposits in check or similar form are subject to collection. All deposits made at our full service ATMs or ITMs are subject to our Funds Availability Policy.

21. **Name, Employment or Address Change.** Within a reasonable time, you agree to notify us of any change in your name, email address, mailing address, or employment.

22. **Refunds of Purchases.** Any refund to you by a merchant or seller of goods or services may be made on a credit voucher signed by you and submitted to us by the merchant or seller. The amount of your credit will be indicated on your monthly account statement.

23. **International Transactions/Foreign Exchange/Currency Conversion.** Visa will charge you an International Service Assessment Fee (ISA) or International Conversion Fee (Intl. Conv. Fee) on all international transactions regardless of whether there is a currency conversion. An international transaction is defined as a transaction where the card issuer's country is different than the merchant's country; therefore, a transaction over the Internet could qualify as an international transaction. If you use your Card for transactions in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars, generally using either a (i) government-mandated rate or (ii) wholesale market rate in effect the day before the transaction processing date increased by the applicable fee. Without currency conversion (single-currency transaction) - ISA fee (or Intl. Conv. Fee) is up to 1% of the transaction. With currency conversion (multicurrency transaction) - ISA fee (or Intl. Conv. Fee) is up to 1% of the transaction. If a credit is subsequently given for a transaction, it will be decreased by the applicable fee. This fee will post as a separate item on your Account. If the credit has a different

processing date, then the exchange rate of the credit can be greater/less than that of the original transaction. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on your Account. You agree to accept the converted amount in U.S. dollars.

24. **Non-Visa Debit Transactions.** Your debit card allows you to conduct transactions at certain merchant locations without requiring you to enter your PIN. If you do not enter your PIN, the transaction may be processed as either a Visa debit transaction or a non-Visa debit transaction. Non-Visa debit transactions may be processed on the STAR network. Merchants must provide you with a clear way of choosing to make a Visa debit card transaction if they support this option. If you choose to sign your name to authorize a debit transaction, the transaction will be routed as a Visa transaction. Please be advised that should you choose to use the STAR network when making a transaction without a PIN, different terms may apply. Provisions contained in this agreement that specifically relate to Visa transactions are not applicable to non-Visa debit transactions.

25. **Visa Account Updater (VAU).** Your RFCU debit card has been automatically enrolled in the Visa Account Updater (VAU) service. When you use your RFCU debit card for recurring payments, like utility bills or subscription services, Visa will automatically update your debit card information through the VAU service. Automatic enrollment in the VAU service is required by Visa but you may opt-out of the service at any time.

#### How VAU Works

When your Visa debit card expires or is lost/stolen and a new card is issued, the VAU service may automatically provide the new debit card information (card number and expiration date) to participating merchants that you have authorized to charge your card. VAU only applies to recurring Visa debit payments and updates are only sent to qualified participating merchants. Since all merchants do not participate in the VAU service, it is recommended that you still notify each merchant of your new card information to ensure your payments to the merchant continue uninterrupted.

If you have any questions regarding the VAU service, or would like to opt-out of the service, please contact the Credit Union at 800-234-1234 or 256-837-6110 ext. 3640.

#### 26. **Agreement.** AS A CARDHOLDER, YOU ADDITIONALLY AGREE AS FOLLOWS:

- a) To abide by the rules and regulations, as they may be amended from time to time by us relating to the use of the card.
- b) We may follow all instructions given to machines by a cardholder.
- c) The debit card is our property and will be delivered to us immediately upon request.
- d) To indemnify and hold us harmless from any costs or damages which we sustain as a result of carrying out your instructions in a reasonable manner.
- e) The Credit Union may, at its sole discretion, transfer funds, if available, from your Share Account (Savings) to cover any transaction presented against non-sufficient funds (NSF) in your Share Draft (Checking) Account. OD Protection Transfers are not available from "YOU NAME IT" Savings Accounts. Honoring past overdrafts does not obligate the Credit Union to honor future overdrafts;
- f) In the event any Share Draft (Checking) and/or Share Account (Savings) is overdrawn, we may, at our option, clear the overdraft(s) by making a cash loan advance on your overdraft line of credit (if applicable) and will charge finance charges at an annual percentage rate in accordance with the terms of your credit plan with us from the date the overdraft occurred until the loan is paid.
- g) If you voluntarily give information about your account (such as our routing number and your account number) to party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized.
27. **Severability; Governing Law.** If any provision of this Agreement or of any writing used in connection with this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. This Agreement will be governed by the substantive laws of the United States and the State of Alabama, without regard to such State's rules regarding conflict of laws and without regard to your state of residence or the location of any transaction or terminal.
28. **Limitation on Debit Cards.** You may not use any debit card, whether described in this Agreement or added in the future, for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.
29. **Account Crediting Procedure.** Because of the servicing schedule and processing time required in an ATM operation, there may be a delay between the time

a transaction takes place and when it is credited or debited to your account. The date the transaction is credited or debited to your account is known as the posting date. The posting date will be the effective date of any transaction.

30. **Inactive cards.** Any debit card that is deemed inactive by RFCU is subject to being closed for inactivity.

31. **Signature on Debit Card.** Before using the debit card, you agree to sign in the space provided on the card for an authorized signature. In order for Visa to consider the debit card valid, it must be signed in this way.

32. **Effective Date.** This Agreement becomes effective when you sign or use the debit card or any service.

**The provisions set forth in this Agreement are subject to the terms and conditions stated in the Account Agreement, the Electronic Services Agreement, the Checking Account Agreement, the lending agreements and any other applicable agreement provided to you in connection with the applicable account.**

## CARD CONTROL TERMS AND CONDITIONS

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND Redstone Federal Credit Union® (RFCU or “the Credit Union”),** stating the terms and conditions that govern your use of the Card Control Service and any associated services (collectively referred to as the “Service”). This agreement, together with all updates, additional terms, software licenses, the Online Privacy Policy, the Privacy Policy, the Account and Electronic Services Agreements, and all related RFCU rules and policies, collectively constitute the “Agreement” between you and RFCU. By using the Service, you are indicating your agreement to the Agreement. If you do not agree to these terms, do not use the Service. You must accept and abide by these terms as presented to you -- changes, additions, or deletions are not acceptable, and RFCU may refuse access to the Service for noncompliance with any part of this Agreement.

The alerts and controls you set through use of the Service continue to apply until you change your settings for the Service.

Certain functionality within the Service may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Service is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address. RFCU may amend this Agreement at any time by posting a revised version here or on the website of the Credit Union. You may be required to affirmatively accept the revised Agreement in order to continue using the Service. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement will constitute your agreement to such changes and revised version. Further, RFCU may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service’s more recent revisions, updates, upgrades or enhancements.

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### Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND RFCU’S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL RFCU OR ITS AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL RFCU OR ITS AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE, OR THE WEBSITES THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL RFCU OR ITS AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE SERVICE OR THE WEBSITE THROUGH WHICH THE SERVICE IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. RFCU’S AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS).

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

You may not use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the Service may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

You may not transfer or assign any rights or obligations you have under this Agreement without RFCU's prior written consent, which it may withhold in its sole discretion. RFCU reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. RFCU may also assign or delegate certain of its rights and responsibilities under this Agreement to affiliates, independent contractors or other third parties.

If RFCU has reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, it may: terminate, suspend or limit your access to or use of the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as it deems appropriate; refuse to provide the Service to you in the future; and/or take legal action against you. In addition, RFCU, in its sole discretion, reserves the right to terminate this Agreement, and access to or use of the Service for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to RFCU under this Agreement, by law or otherwise.

In the event of a claim or dispute arising out of, affecting, or relating to the Service, and/or any aspect of your relationship with us, you agree that such claim or dispute shall be governed by the terms and provisions of the Arbitration and Waiver of Class Action ("Arbitration Provision") set forth in the Account and Electronic Services Agreements. All terms and provisions set forth in the Arbitration Provision are incorporated by reference herein and shall be deemed to have the same force and effect as though fully set forth herein. To the extent that any terms set forth in this Agreement are inconsistent with the Arbitration Provision, the terms of the Arbitration Provision shall control.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflicts of laws provisions of Alabama or any other state. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us (other than those which are arbitrated in compliance with this Agreement) must be resolved by a court located in Madison County, Alabama. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. **Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement.**

You shall indemnify and hold harmless RFCU and its affiliates and their licensors, contractors, and business partners and their affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement or your use of the Service. You hereby release RFCU and its affiliates and their licensors, contractors, and business partners, and their

affiliates, and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you and one or more other users of the Service. In addition, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

RFCU shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on RFCU's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

You agree that this Agreement is the complete and exclusive statement of the agreement between you and RFCU with respect to the Service, sets forth the entire understanding between RFCU and you with respect to the Service, and the website through which the Service is offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between you and RFCU. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

#### Notices to You.

You agree that RFCU may provide notice to you by posting it on the Credit Union's website or the Service, by sending you an in-product message within the Service, emailing it to an email address that you have provided previously, mailing it to any postal address that you have provide, or by sending it as a text message to any mobile phone number that you have provided, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures. RFCU reserves the right to charge you a reasonable fee to respond to each such request. You may terminate your consent to receive required disclosures through electronic communications by contacting RFCU in writing. RFCU reserves the right to terminate your use of the Service if you withdraw your consent to receive electronic communications. By giving us your telephone number, you are affirming that you have the right to provide consent for Redstone Federal Credit Union and any related affiliates/third parties to contact you on the mobile phone number, including a residential number. You agree to contact via automated telephone dialing (auto dialer), text messages or prerecorded or artificial messages for any reason, except marketing and understand your mobile provider may assess message or data rates. You may revoke this consent for calls (except calls made for emergency purposes) at any time by: 1) sending written notification to: Redstone Federal Credit Union, ATTN: Member Support Services, 220 Wynn Drive, Huntsville, Alabama 35893; or 2) calling the Credit Union at 256-837-6110 or 800-234-1234; or 3) emailing us at [info@redfcu.org](mailto:info@redfcu.org); or 4) by visiting a branch near you.

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FACTS	WHAT DOES REDSTONE FEDERAL CREDIT UNION® DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Payment history and credit card and other debt</li> <li>• Credit history and checking account information</li> </ul> <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>	
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 Redstone Federal Credit Union chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		
	Does Redstone Federal Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates’ everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes</b> – information about your creditworthiness	No	We don’t share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes
To limit our sharing	<ul style="list-style-type: none"> <li>▪ Visit us online: <a href="http://optout.redfcu.org">optout.redfcu.org</a> or</li> <li>▪ Mail the form below</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call toll-free 1-800-234-1234 or go to <a href="http://www.redfcu.org/contact-page">www.redfcu.org/contact-page</a>	

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Mail-in Form		
	Mark any/all you want to limit: <ul style="list-style-type: none"> <li><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</li> <li><input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.</li> <li><input type="checkbox"/> Do not share my personal information with the Association of the United States Army (“AUSA”) to market their products and services to me.</li> <li><input type="checkbox"/> Except for sharing with AUSA, do not share my personal information with nonaffiliates to market their products and services to me.</li> </ul>	
Name		Mail to:  Redstone Federal Credit Union 220 Wynn Drive Huntsville, AL 35893
Address		
City, State, Zip		
Member Number		

Who we are	
<b>Who is providing this notice?</b>	Redstone Federal Credit Union
What we do	
<b>How does Redstone Federal Credit Union protect my personal information?</b>	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.
<b>How does Redstone Federal Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• apply for a loan or open an account</li> <li>• pay your bills or use your debit or credit card</li> <li>• make deposits and withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include financial companies such as Redstone Services Group<sup>SM</sup>, LLC, Redstone Services Group, LLC DBA Redstone Insurance Services<sup>SM</sup>, Redstone Family Realty, LLC, and Redstone Title Services, LLC and nonfinancial companies such as Redstone Consulting Group, LLC, RS Alliance Group LLC, and Ascent Security Group, LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Nonaffiliates we share with can include nonprofit organizations.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include insurance providers, financial service providers, credit card companies, product and service marketing companies, and retailers.</i></li> </ul>

## REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

You must be a member for at least 90 days to qualify for Remote Deposit Capture. You must be 13 years of age to qualify for Remote Deposit Capture. Additional qualification times may apply for members with Safeguard Checking Accounts.

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean the (consumer or business) that applied for and/or uses any of the Remote Deposit Capture Software and/or Services (the “Services”), provided by Vertifi Software LLC described in this Disclosure and Agreement. The words “you,” “your,” and “yours” mean Redstone Federal Credit Union. My Application for use of the Remote Deposit Capture Services, your notification of approval of my Application, and my Redstone Federal Credit Union Account and Electronic Services Agreement and its accompanying Account Rate Sheet and Fee Schedule are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account and Electronic Services Agreement, this Disclosure and Agreement will control.

**Use of the Services.** Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the “Account”) by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. I agree to comply with the hardware and software requirements set forth in Exhibit “A” located at the end of this Disclosure and Agreement. Upon receipt of the digital image, you will review the image for acceptability. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

**Compliance with Law.** I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

**Check Requirements.** Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include my signature and the following information: Date and the words “For Mobile Deposit at RFCU.” The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

**Rejection of Deposit.** You are not liable for any service, late, or other charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned.

**Items Returned Unpaid.** A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

**Email Address.** I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

**Unavailability of Services.** I understand and agree that the Services may at times be temporarily unavailable due to Redstone Federal Credit Union’s system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs or ITMs or by mailing the original check to you at 220 Wynn Drive, Huntsville, AL 35893. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will notify me of items that are rejected following the rejection.

**Business Day and Availability Disclosure.** Your business days are Monday through Friday, except holidays. Your business hours are 9 a.m. to 5 p.m., Central Standard Time, each business day.

**Funds Availability.** I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Huntsville, Alabama. With regard to the availability of deposits made using the Services, such funds will be available as set forth in the Funds Availability Agreement contained in the Account and Electronic Services Agreement.

**Internal Controls.** I understand and agree to adhere to the following Internal Controls:

To prevent unauthorized usage of the Service, I agree to ensure the security of the mobile device and/or personal computer that I own and use for the Service. By securing these devices, I specifically mean installing operating system patches, antivirus software, firewall and spyware detection, as applicable, and keeping this security software current, as well as, securing the physical device from theft or unauthorized use. Additionally, I understand that Redstone Federal Credit Union may require additional controls as needed in the future.

**Accountholder’s Warranties.** I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

1) Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

3) I will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

4) Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.

5) I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

7) The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.

8) I have not knowingly failed to communicate any material information to you.

9) I have possession of each original check deposited using the Services and no party will submit the original check for payment.

10) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

**Storage of Original Checks.** Upon receipt of a confirmation from RFCU that you have received the image of an item, I agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item to ensure that it is not represented for payment. And, I agree never to represent the item. I will promptly provide any retained item, or a sufficient copy of the front and back of the item, to RFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for RFCU’s audit purposes.

**Securing Images on Mobile Devices.** When using RFCU Mobile, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

**Accountholder’s Indemnification Obligation.** I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys’ fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

**In Case of Errors.** In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

- Telephone you at: (256) 837-6110 or 800-234-1234 (long distance only)
- E-mail you at: [info@redfcu.org](mailto:info@redfcu.org)
- Or, write you at: 220 Wynn Drive, Huntsville, Alabama 35893

**Limitation of Liability.** I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

**Charges for Use of the Services.** All charges associated with the Services are disclosed in your Fee Schedule which is incorporated and made a part of this Disclosure and Agreement.

**Warranties.** I UNDERSTAND THAT REDSTONE FEDERAL CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REDSTONE FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR REDSTONE FEDERAL CREDIT UNION’S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

**Change in Terms.** You may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

**Termination of the Services.** I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time upon written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

**Relationship to Other Disclosures.** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

**Governing Law.** I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Alabama, notwithstanding any conflict-of-laws doctrines of such state or

other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Alabama.

**Periodic Statement.** Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you in writing of any error relating to images transmitted using the Services by no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

**Limitations on Frequency and Dollar Amount.** I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

**Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services:

- 1) Any item drawn on my account or my affiliate’s account.
- 2) Any item that is stamped with a “non-negotiable” watermark.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is “stale dated” or “post dated.”
- 7) Savings Bonds
- 8) Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.

**Confidentiality.** I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, “Confidential Information”) may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

**Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

## EXHIBIT "A"

### INSTRUCTIONS FOR REMOTE DEPOSIT CAPTURE SERVICES

In order to use Remote Deposit Capture via a mobile device, the member's mobile device:

- Must be an Android® or an iPhone®,
- Must have RFCU's Mobile App downloaded to the mobile device,
- Must be able to capture an image of the item,
- Must be able to process or utilize the software necessary to facilitate the electronic clearing of the captured item, and
- Must be able to transmit the image electronically.

Hardware and Software Requirements: *(When Services via a desktop scanner becomes available.)*

In order to utilize the Services via a desktop scanner, the member must have the following hardware and software in the indicated specifications:

- Workstation: 933MHZ or equivalent, 512 MB RAM, USB 2.0 Port, keyboard, mouse, monitor
- Windows 2000 Professional SP6, XP SP2, Vista; MAC OSX 10.4 and above; Windows XP (32-bit); or Windows 7 operating systems hardware
- Microsoft Internet Explorer version 6.0 or higher, Mozilla Firefox – latest version, Apple Safari – 3.0.4 or higher, or Google Chrome – 2.0.172.39 or higher
- Broadband or DSL type Internet access, with a minimum of 128Kbps download speed. Dial up access may be used but system performance is not guaranteed.
- Java Runtime Environment (JRE) - JRE 1.4.2 or higher (web browser plug-in)
- Scanners: *(When Services via a desktop scanner becomes available.)*
  - o Canon CR-180, CR-55, or CR-25
  - o Digital Check Tellerscan 215; Tellerscan 230-35,65,100; Tellerscan 4120; CheXpress CX30
  - o MagTek Excella STX, Excella
  - o Panini VisionX 1F, 50, 75, 100; I:Deal
  - o RDM EC7000i
  - o TWAIN compliant scanners with TWAIN drivers installed
  - o TWAIN compliant "All in One" copier scanners
- Note for Mac users: ONLY TWAIN compliant scanners or Ethernet-attached MagTek scanners are approved for use.

**NOTE: Image quality of all items must comply with the requirements as established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.**

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This credit union is federally insured by  
the National Credit Union Administration.  
Equal Credit Opportunity Lender

