



COMMERCIAL  
MEMBERSHIP  
**AGREEMENT**

# CONTENTS

<b>I. MEMBERSHIP AND ACCOUNT AGREEMENT</b> .....	<b>1</b>
1. MEMBERSHIP ELIGIBILITY.....	2
2. ACCOUNT OWNERSHIP.....	2
3. RESTRICTION OF SERVICES.....	3
4. ACCOUNT REQUIREMENTS FOR CERTAIN ENTITY TYPES.....	3
5. AUTHORIZED SIGNERS.....	4
6. BENEFICIAL OWNERS.....	4
7. REQUIRED IRS AND BANK SECRECY ACT (BSA) INFORMATION.....	5
8. INSURANCE COVERAGE.....	5
9. SPECIAL OWNERSHIP ACCOUNTS.....	5
10. DEPOSIT OF FUNDS REQUIREMENTS.....	6
11. ACCOUNT ACCESS.....	8
12. ACH & WIRE TRANSFERS.....	10
13. ACCOUNT RATES AND FEES.....	12
14. TRANSACTION LIMITATIONS.....	12
15. CERTIFICATE ACCOUNTS.....	13
16. POSTDATED AND STALE DATED CHECK.....	13
17. STOP PAYMENT ORDERS.....	13
18. CREDIT UNION LIABILITY.....	14
19. CHECKS PRESENTED FOR PAYMENT IN PERSON.....	15
20. REMOTELY CREATED CHECKS.....	15
21. OVERDRAFT SERVICES AND OVERDRAFT PRIVILEGES.....	15
22. PLEDGE/OFFSET/STATUTORY LIEN.....	15
23. LEGAL EXPENSES.....	16
24. NOTICES.....	16
25. STATEMENTS.....	17
26. PROHIBITED ACTIVITIES.....	18
27. INACTIVE ACCOUNTS.....	19
28. SPECIAL ACCOUNT INSTRUCTIONS.....	19
29. TERMINATION OF ACCOUNT.....	20
30. TERMINATION OF MEMBERSHIP.....	21
31. DEATH OR INCOMPETENCE OF ACCOUNT HOLDER.....	21

# CONTENTS

32. UNLAWFUL USE OF SERVICES.....	21
33. CHANGE IN TERMS AND RIGHT OF ASSIGNMENT ..	22
34. CREDIT REPORTS .....	22
35. REQUEST FOR INFORMATION.....	23
36. HOLDS ON ACCOUNT.....	23
37. LEGAL PROCESS.....	23
<b>II. FUNDS AVAILABILITY POLICY DISCLOSURE ..</b>	<b>24</b>
1. GENERAL POLICY.....	24
2. RESERVATION OF RIGHT TO HOLD.....	24
3. AVAILABILITY AND NOTICE FOR ELECTRONIC ENTRIES.....	25
4. LONGER DELAYS MAY APPLY.....	25
5. SPECIAL RULES FOR NEW ACCOUNTS.....	25
6. DEPOSITS AT NONPROPRIETARY ATMS.....	26
7. FOREIGN CHECKS .....	26
8. HOLDS ON OTHER FUNDS.....	26
9. RIGHTS RESERVED.....	26
<b>I. ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE.....</b>	<b>27</b>
1. EFT SERVICES.....	27
2. TRANSFER LIMITATIONS.....	31
3. CONDITIONS OF EFT SERVICES.....	31
4. FEES AND CHARGES.....	32
5. MEMBER LIABILITY.....	32
6. RIGHT TO RECEIVE DOCUMENTATION.....	33
7. ACCOUNT INFORMATION DISCLOSURE.....	34
8. CONTACT INFORMATION .....	34
9. BUSINESS DAYS .....	34
10. NOTICES .....	34
11. TERMINATION OF EFT SERVICES .....	34
12. APPLICABILITY .....	35
<b>IV. TRUTH-IN-SAVINGS DISCLOSURE.....</b>	<b>36</b>
1. BUSINESS ACCOUNTS.....	36

# CONTENTS

<b>V. IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT</b> .....	<b>37</b>
1. SUBSTITUTE CHECKS AND YOUR RIGHTS .....	37
<b>VI. ARBITRATION AGREEMENT</b> .....	<b>39</b>
<b>VII. DISCLAIMER AND OTHER TERMS</b> .....	<b>44</b>
1. DISCLAIMER OF WARRANTIES .....	44
2. LIMITS ON LIABILITY AND OBLIGATIONS .....	44
3. INDEMNIFICATION .....	45
4. ACCOUNT CHANGES .....	45
5. FREEZING YOUR ACCOUNT AND DELAYED TRANSACTIONS .....	46
6. SAMPLE OF YOUR SIGNATURE .....	46
7. CONSENT TO TELEPHONE COMMUNICATIONS .....	46
8. RECORDING AND MONITORING COMMUNICATIONS .....	46
9. SEVERABILITY .....	47
10. ENFORCEMENT .....	47
11. GOVERNING LAW .....	47
12. SOCIAL MEDIA AND OTHER COMMUNICATIONS .....	47

**UNLESS YOU OPT-OUT, THIS AGREEMENT IS SUBJECT TO AN ARBITRATION PROVISION UNDER FEDERAL AND SOUTH CAROLINA LAW. BY ENTERING INTO THIS AGREEMENT, YOU WILL WAIVE CERTAIN RIGHTS. PLEASE READ THE WAIVER OF JURY TRIAL AND ARBITRATION PROVISIONS CAREFULLY TO ASSESS YOUR RIGHT TO RESOLVE DISPUTES.**

## I. MEMBERSHIP AND ACCOUNT AGREEMENT

Thank you for choosing AllSouth Federal Credit Union.

We realize you have many choices when selecting a financial institution, and we are glad you decided to choose AllSouth Federal Credit Union. We value your membership and hope we answered all of your questions when you opened your Account. Please read this Membership and Account Agreement (this "Agreement") carefully so you will understand the rights and obligations associated with your relationship with AllSouth Federal Credit Union, your consumer Accounts, and services related to your Accounts. This Agreement:

- Explains the terms of your relationship with AllSouth Federal Credit Union,
- Is the Agreement between AllSouth Federal Credit Union and you for your Accounts and any services received,
- Replaces all prior deposit agreements including verbal or written representations, and
- Includes legal information about your relationship with AllSouth Federal Credit Union.

You are responsible for ensuring that any authorized signer on your Account(s) is familiar with the Agreement.

We suggest you retain a copy of this Agreement and any further information we provide you regarding changes to the Agreement for as long as you maintain your membership with AllSouth Federal Credit Union.

In this Agreement, the words "you" and "yours" mean anyone who signs an Account Card (Account Card or any other Account opening document, anyone for whom membership and/or service requests are approved through AllSouth's online application and authentication process, or anyone who has authority to withdraw funds from the Account or otherwise operate the Account. The words "we," "us," "our", "Credit Union", and "AllSouth" mean AllSouth Federal Credit Union. The word "Account" means any one or more accounts you have with the Credit Union.

Your Account type(s) and ownership features are designated on your Account Card. Your Accounts and associated services are generally available in an AllSouth Branch location, through telephone or mobile banking, or through the online services. However, some Accounts and Services may not be available at all times and in all locations. By signing an Account Card or by establishing and using your Account, each of you, jointly and severally, agree to the terms and conditions in this Agreement

and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure and any Account Receipt accompanying this Agreement, and the Credit Union's bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

## **1. MEMBERSHIP ELIGIBILITY**

To join AllSouth you must meet the membership requirements as set forth in the Credit Union's bylaws. More information regarding membership eligibility and the minimum required balance to open account is the amount set forth in Section IV (1)(e).

You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for the other Accounts or services we may offer you or for which you may qualify.

Upon verification of your eligibility for the Accounts and services you request, an Account will be established for you. Membership with AllSouth has certain ongoing responsibilities which you agree to when you sign your Account Card or by authenticating your request to establish membership. You agree to keep us informed of any changes of address or change in business structure or ownership and further agree that the terms and conditions of the Accounts and services may change without notice to you, unless such notice is required by applicable law.

Business Accounts are held solely for business and commercial purposes. A Business Account is used for transactions related to a legal entity business with an address located within our field of membership and should not be used for personal, family or household purposes. Business Accounts are available for both profit and non-profit businesses and associations. It is your responsibility to determine and understand any legal effects related to this type of account.

## **2. ACCOUNT OWNERSHIP**

Business Accounts will only be opened by AllSouth if any and all documentation we may request and that is subsequently presented by you to AllSouth is in a manner acceptable to our policies. You understand and agree that AllSouth may request additional information or documentation from you from time to time. The ownership status and titling of your Account is determined by the legal structure of the legal entity. Only the Account owner, controller, or authorized signer may withdraw or transfer all or any part of the account balance at any time. Each of you authorizes each other to endorse any transaction on the account. Account owners are distinct from authorized signers. Owners are accountholders who may be individuals, an entity, or those who have signed the most recent business Account Card. Business Accounts are held solely for business and commercial purposes. Business Accounts are available for both profit and non-profit businesses and associations. It is your responsibility to determine and understand any legal effects related to this type of account.

If the Account holder is a corporation, unincorporated association, limited liability company, limited liability partnership, sole proprietorship, incorporated nonprofit, partnership, or other entity holding an account in any capacity other than an individual capacity, each person signing the Account Card, or completing any other account opening requirements agrees that they:

- are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity;
- have furnished all documents or other information necessary to demonstrate that authority; and
- will furnish other documents and complete other requirements as we may request from time to time.

The Credit Union reserves the right to require additional documentation to support the representations and warranties contained herein.

### 3. RESTRICTION OF SERVICES

If a member engages in abusive conduct towards either AllSouth or its members; misuses their Account; or exhibits behavior that may result in a loss to AllSouth, we may restrict or suspend access to any or all products and services without prior notice.

### 4. ACCOUNT REQUIREMENTS FOR CERTAIN ENTITY TYPES

#### **a. Sole Proprietor Accounts.**

If your Account is established as a sole proprietor account, you warrant that you are the sole owner of your business. You shall take all action necessary so that in the event of your death, your estate shall release and indemnify AllSouth for any payment made at the direction of an Authorized Signer of your Account provided AllSouth has not received actual notice of your death prior to such payment being made. If you are doing business under an assumed name (DBA), you represent that you have properly filed all required paperwork as set out in the laws for the state in which you are organized to do business. It is your responsibility to determine and understand any legal effects related to this type of account.

An individual Account is an Account owned by a sole proprietorship qualified for Credit Union membership. If the Account owner dies, the interest passes, subject to applicable law. When we accept a deposit, permit a withdrawal, or allow a payment on an Account, we rely on the terms of this Agreement and the structure of the Account. We have no obligation to inquire about the source or ownership of the funds deposited or withdrawn from an Account. We may contact any and all signers, beneficiaries, payees, or other parties claiming interest in the Account without any liability to you.

#### **b. Limited Liability Companies, Organizational, Partnership, or Corporation Accounts.**

If your Account is established as a limited liability company, organizational, partnership, or corporation Account, you will supply us with a separate authorization informing us of the Authorized Signers and Beneficial Owners for the Account and provide any other related documents if we request you to do so. It is your responsibility to determine and understand any legal effects related to this type of Account. We require that the legal entity or business is located within our field of membership.

## 5. AUTHORIZED SIGNERS

An Authorized Signer is a person who has authority to transact business on your Account. We may communicate information about your Account to an Authorized Signer and may treat communications regarding your Account(s) received from an Authorized Signer as communication from you. An Authorized Signer, acting alone, may sign checks, withdraw or transfer funds, give us instructions regarding the Account, and close the Account without notice to the owner(s) or other Authorized Signer(s). You are responsible for informing Authorized Signers of the terms of this agreement.

Owner(s) must provide AllSouth with an authorization that designates who is authorized to act on your behalf. We will honor the authorization until we receive written notice from an owner of a change to the Authorized Signer(s). We have no obligation to inquire as to the use of any funds to the purpose of any transaction made on your Account by an Authorized Signer and are not responsible for any unauthorized transaction made by an Authorized Signer.

You agree to notify us immediately when an Authorized Signer's authority ends. You are responsible for ensuring the Authorized Signer's electronic access to the Account is removed. You are responsible for removing the Authorized Signer's access to all of the Credit Union's products and services associated with the Account. You must notify AllSouth immediately when an Authorized Signer's authority ends so the name can be removed from all Credit Union records.

We may, without incurring liability to you, continue to honor checks issued, and instructions given to us, by any individual who was authorized to sign on your account at the time checks and instructions were issued, even if the checks are presented to us for payment, or instructions are to be acted on after you notify us that the individual is no longer an Authorized Signer and we have had a reasonable amount of time to act on such notice

## 6. BENEFICIAL OWNERS

Beneficial Owners must be identified by any individual opening a new Account on behalf of a legal entity. For the purpose of this disclosure, a legal entity includes a corporation, general partnership, or other entity that is created by filing a public document with the Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States. A legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf. A Beneficial Owner is defined as (1) each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interest of the legal entity; and (2) an individual with significant responsibility for managing the legal entity. The number of individuals that satisfy this definition may vary depending on factual circumstances and may include up to four individuals (but as few as zero). Regardless of the number of individuals, you must provide the identifying information of one Beneficial Owner with significant responsibility for managing the legal entity. We reserve the right to verify this information.



## 7. REQUIRED IRS AND BANK SECRECY ACT (BSA) INFORMATION

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, occupation, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We may require identification information related to a controlling manager and/or equity owners of your business. We may require one or more forms of unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your Account is funded before we verify your information, you may not have access to your funds. If we are unable to verify your identity to our satisfaction, we will not open your Account or we may close the Account if it was previously funded.

Under federal law, AllSouth must require each member to certify that the Social Security Number, Employer Identification Number, or Taxpayer Identification Number (TIN) provided to AllSouth is the correct number and the member is not subject to backup withholding. The Internal Revenue Service (IRS) requires only that you certify that you are not subject to backup withholding.

Your failure to provide a correct TIN or meet other requirements may result in backup withholding. If your Account is subject to backup withholding, we must withhold and pay to the IRS a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may not open your Account.

Under the federal Currency and Foreign Transactions Act (the Bank Secrecy Act or BSA), AllSouth must confirm certain information about your business and its sources of income. We may make inquiries to help us verify your identity on an ongoing basis and determine if we should open maintain, collect, or close your Account. If you ask, we will disclose to you whether we requested such a report and the contact information for that reporting agency. For more information about how we share your information and your privacy rights, please see our Privacy Policy.

## 8. INSURANCE COVERAGE

Your AllSouth Federal Credit Union shares are federally insured by the National Credit Union Association (NCUA) up to the limits set by the NCUA. More information is available through the NCUA at [www.mycreditunion.gov](http://www.mycreditunion.gov). Your shares are backed by AllSouth's solid financial standing. In the event that the Credit Union fails, the NCUA insurance protects members against a loss up to the insurance limits.

## 9. SPECIAL OWNERSHIP ACCOUNTS

### **a. Payable on Death or Trust Account Designations.**

A payable on death (POD) or informal trust Account designation

is an instruction to AllSouth that an individual Account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last Account owner dies, payable to all and surviving POD or trust beneficiary. If there is more than one surviving beneficiary (and if percentages are not indicated for each beneficiary), the Account amounts payable are owned jointly by such beneficiaries without rights of survivorship upon the death of the last Account owner. Any trust beneficiary designation shall not apply to Fiduciary Accounts. We are not obligated to notify any beneficiary of the existence of any Account or the vesting of the beneficiary's interest in any Account, except as otherwise provided by law. This paragraph does not apply to an Account held on behalf of or held in the name of a trust.

**b. Accounts in the Name of a Trust/Formal Trust Accounts.**

A formal trust Account is an account established in the name of the trust pursuant to a separate trust agreement. The named trustee(s) of the formal trust Account have access to the funds in the Account.

**c. Estate Accounts.**

An Estate Account facilitates the probate resolution of the property of a deceased member of AllSouth. The Personal Representative (PR) is the only party entitled to make deposits, withdrawals, or close the Account. The Account is governed by the rules of the Probate Court and the policies of AllSouth. We have no duty to inquire about the use or purpose of any transaction.

## 10. DEPOSIT OF FUNDS REQUIREMENTS

Funds may be deposited to any Account, in any manner approved by AllSouth in accordance with the requirements as set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit. If we accept a deposit to your Account, you are responsible for the deposit if there is a problem. If we cash a check or other item for you or credit it to your Account and it is not paid for any reason, we may charge your Account for the amount of the check or item, even if this causes your account to be withdrawn. If your Account becomes overdrawn, we may use the deposit to pay the overdraft and any fees you owe us. If you give us cash that we later determine is counterfeit, we may charge your Account for the amount we determine is counterfeit. You agree not to deposit an electronically created item that is an electronic image that has all the necessary information of an electronic check but is not originally derived from a paper check.

**a. Endorsements.**

We may accept transfers, checks, drafts, and other items for deposit into any of your Accounts if they are made payable to, or to the order of, one or more Account owners even if they are not endorsed by all payees. We may, at our option require your personal endorsement prior to accepting an item or deposit. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. We may require that checks or other items you want to deposit or cash be endorsed. If an insurance, government,

or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the draft or check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. If you endorse a check outside of this area, or make an endorsement that is illegible or incomplete, we may refuse the check or draft or we may accept the check or draft. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If it becomes necessary for us to return your checks, your endorsement may interfere with or cause delays in returning the item. You agree to reimburse us for all claims, losses, costs, and damages that result from late return of a check due to your endorsement. If we offer a remote deposit capture or mobile remote deposit capture service and you have been approved to use the service to make deposits to your Account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs remote deposit capture.

**b. Collection of Items.**

We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits. We charge fees for processing collection items as set forth in our Fee Schedule. Other financial institutions in the collection process may also charge fees. You agree to pay the fees and to reimburse us for any fees we pay on your behalf. You agree to pay these fees even if such collection item is returned unpaid.

**c. Restrictive Legends.**

Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations. Any costs of collection we incur may be charged to your account.

**d. Final Payment.**

All items or Automated Clearing House (ACH) transfers credited to your Account are provisional until we receive final payment. If final payment is not received, we may charge your Account for the amount of such items or ACH transfers and impose a return item charge on your Account. Any costs of collection we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

#### **e. Direct Deposits.**

We may offer preauthorized/direct deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us in writing at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. If your Account is overdrawn, you authorize us to deduct the amount your Account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your Account, we may deduct the amount returned from any of your Accounts, unless prohibited by law.

#### **f. Crediting of Deposits.**

Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your Account on the next business day. We may use the date our processing center receives the transaction as the effective date of the transaction.

#### **g. Overpayments and Reversals.**

If funds are deposited into your Account to which you are not entitled, by mistake or otherwise, we may deduct these funds from your Account, even if this causes your Account to become overdrawn. If the funds were transferred to your Account, we may reverse the transfer without giving you prior notice.

#### **h. Returned Items.**

If a cashed or deposited check, ACH, or other funds transfer is returned to us at any time, we may accept that return, pay the claiming party, and charge the item to your Account. We may also deduct from your Account any interest you may have earned on the item. Generally, we will not charge your Account a fee more than once per returned item provided that we can identify the charge as a re-presentation or a reattempt to present the same item another time. However, we cannot guarantee that a merchant will properly code the transaction, which may affect our ability to classify the charge as a re-presentation or reattempt to present the same item another time. We may debit your Account for a returned item at any time on or after the day it is returned to us or on the day, we receive notice that the item is being returned to us, whichever is earlier. We are not entitled to question the facts that are asserted in connection with the return, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense in connection with a returned item. If you do not have sufficient funds in your Account to cover the returned item, we may overdraw your Account. We are not liable to you if there are insufficient funds in your Account because we withdraw funds from your Account or in any way restrict your access to funds due to a hold or debit in your Account.

## **11. ACCOUNT ACCESS**

#### **a. Authorized Signature.**

We will not be liable for refusing to honor any item or instruction

if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

You may designate Authorized Signers who have the authority to conduct transactions related to your Account. Any Authorized Signer is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other Account matters. Each owner guarantees the signature of any Authorized Signer. Any Authorized Signer may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the deposits. We have no duty to notify any owner(s) or other Authorized Signers about any transaction. We reserve the right to require written consent of all Authorized Signers for any change to or termination of an Account. If we receive written notice of a dispute between Authorized Signers or inconsistent instructions from them, we may suspend or terminate the Account and require a court order or written consent from all Authorized Signers to act.

**b. Access Options.**

You may withdraw or transfer funds from your Account(s) in any manner we permit (e.g., at an ATM, in person, by mail, internet access, automatic transfer, or by telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft.

**c. Power of Attorney.**

We have the right to review and approve any form of Power of Attorney at any time and may restrict or deny requested transactions. Please note that the form of the Power of Attorney must be satisfactory to us in our sole discretion, and we may refuse, with or without cause, unless prohibited by law, to honor a Power of Attorney. We are under no obligation to honor any Power of Attorney, if the document does not contain the following provision or substantially the following provision: *"No person who may act in reliance upon the representation of my agent for the scope of authority granted to the agent shall incur any liability to me or to my estate as a result of permitting the agent to exercise this authority, nor is any person who deals with my agent responsible to determine or ensure the proper application of funds or property."*

We will rely on and assume the submitted Power of Attorney is in effect unless we receive notification that the principal is deceased, the instrument has expired based on a date included within the document, or a written revocation by the principal has been provided to us.

Unless we have received written notice of the revocation or termination of the Power of Attorney, we:

- do not incur liability to the principal or the principal's estate by reason of acting upon the authority of it or permitting the agent to exercise authority;
- are not required to inquire whether the agent has the power to act or is properly exercising the power; or
- are not responsible to determine or ensure the proper application of assets, funds, or property belonging to the principal.

You agree to reimburse us for any claims, costs, losses and damages we incur for accepting a Power of Attorney we reasonably believe you executed.

Pursuant to our bylaws, the Power of Attorney may not be used to cast a vote on behalf of a member.

**d. Credit Union Examination.**

We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**e. Multiple Signatures.**

We are not responsible for reviewing your checks or other transactions for multiple signatures. We do not support multiple signature requirements and we may act on the instruction of any one authorized signer on your Account. If you have indicated that more than one signature is required to transact on your Account, you acknowledge and agree that such requirements are for your own control purposes only, and we will not be liable if a check or other transaction is processed without multiple signatures.

**f. Authorized Signatories.**

We may allow you to add additional authorized signatories to your Account using a form that we provide to you. You must complete the authorization form and return it to us. The entity authorization will remain in effect until a period at least five (5) business days after you notify us in writing of its revocation. We may require a new entity authorization to add, change, or remove signatories on your Accounts.

## **12. ACH & WIRE TRANSFERS**

In the event AllSouth has not entered into a separate wire transfer agreement with you, the terms of this Section 12 shall govern your use of ACH and wire transfers. If you have entered into a separate wire transfer and/or ACH origination agreement with AllSouth, that agreement shall govern your use of wire transfers and/or ACH transactions. Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the State of South Carolina. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal reserve board Regulation J. ACH transfers are subject to rules of the National Automated Clearing House Association (NACHA). You may order electronic funds transfers to or from your Account. We will debit your Account for the amount of an electronic funds transfer and will charge your Account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your Account. We are not obligated to execute any order to transfer funds out of your Account if the amount of the requested transfer plus applicable fees exceeds the available funds in your Account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In

addition, we will not be liable for consequential, special, punitive, or indirect loss or damage you may incur in connection with funds transfers to or from your Account. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your Account. You will receive notice of such credits on your Account statements. You may contact us to determine whether a payment has been received.

**a. Interest Payments.**

If we are required by law to pay interest to you, you agree that the rate of interest shall be the lowest available nominal dividend or interest rate paid on accounts during the time interest payments are required.

**b. Provisional Credit for ACH Transactions.**

We may provisionally credit your Account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your Account, and the party originating the transfer will not be considered to have paid you.

**c. Payment Order Processing and Cut-off Times.**

Payment orders we accept will be executed within a reasonable time of receipt. A payment order may not necessarily be executed on the date it is received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request.

**d. Identifying Information.**

When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. From time-to-time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction. AllSouth and any other financial institutions facilitating the transfer may rely strictly on the Account or identifying number even if the number identifies a different person or financial institution.

**e. Amendments and Cancellation of Payment Orders.**

Any Account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose AllSouth to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**f. Security Procedures.**

We may require you to follow a security procedure to execute, amend, or cancel payment order or certain electronic funds transfer transactions so that AllSouth may verify the authenticity of the order. We will notify you of any such security procedures and you agree

that our security procedures are commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedures you choose. You are required to put in place internal controls to ensure that all external requests for transfer of funds are completed securely. You agree to be bound by instructions, whether or not authorized and issued in your name and accepted by us in compliance with the security procedures provided by us in relation to ACH and wire transfers. You agree that the security procedures we provide you at the time of the transfer are commercially reasonable and that, before you initiate a transfer, you have considered these security procedures, weighed the risks, and wish to continue with the use of the services. You acknowledge these security procedures are “commercially reasonable” pursuant to Article 4A of the Uniform Commercial Code.

Regardless of any claim of unauthorized access, you will be responsible for any transaction instructions given following authentication using the security procedures. AllSouth will only have an obligation to comply with the security procedures described to you at the time of the transfer.

**g. Duty to Report Unauthorized or Erroneous Fund Transfers.**

You must exercise ordinary care to identify and report unauthorized access or erroneous funds transferred on your Account. You agree that you will review your Account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the periods described in the “Statements” section of this Agreement.

**h. Record Telephone Requests.**

You agree that we may record payment order, amendments and cancelation requests made by the telephone as permitted by applicable law.

## 13. ACCOUNT RATES AND FEES

We pay Account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure, Rate Schedule and Fee Schedule. We may change the Truth-in-Savings Disclosure, Rate Schedule and Fee Schedule at any time and will notify you as required by law. We may deduct fees, overdrafts, and other amounts you owe us from your Accounts. We may make these deductions at any time and without notice to you. If you do not have sufficient funds in your Account to cover the amounts you owe us, we may overdraw your Account. You agree to pay us immediately any and all amounts you may owe us.

## 14. TRANSACTION LIMITATIONS

**a. Withdrawal Restrictions.**

We permit withdrawals only if your Account has sufficient available funds to cover the full amount of the withdrawal, or you have an established overdraft protection plan. We may use the date on which our processing center receives the transaction as the effective date of this transaction. Check or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge as set forth in the Fee Schedule. If there



are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example:

- a dispute between Account owners (unless a court has ordered AllSouth to allow the withdrawal);
- a legal garnishment, levy or attachment is served;
- the Account secures any obligation to us;
- required documentation has not been presented; or
- you fail to repay a Credit Union loan on time.
- We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

#### **b. Transfer Limitations.**

We may limit the dollar amount or the number of transfers or withdrawals from your Account in accordance with this Agreement and Federal Law. Please consult your Truth-in-Savings Disclosure or your Electronic Funds Transfer Agreement and Disclosure. These limits do not apply on withdrawals and transfers you make at one of our branches, by mail, or at any ATM. We count a transaction on the date that we post it to your Account. This date may be different from the date you authorize or transfer the transaction, which means a transaction made during one statement cycle may not be counted until a later statement cycle. If you exceed the transfer limits on more than an occasional basis, we may revoke the privileges associated with your Account. Even if you do not exceed the transaction limit, a fee may still apply to some withdrawals or transfers. Please see the Fee Schedule for more information.

## **15. CERTIFICATE ACCOUNTS**

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

## **16. POSTDATED AND STALE DATED CHECK**

You agree not to draw or issue any check that is postdated. If you do draw or issue a check that is payable on a future date, we shall have no liability if we pay it before its payment date. You agree not to deposit checks or other items before they are properly payable. We are under no obligation to pay a check drawn on your Account that is presented more than six (6) months after the date it was written. If, however, the check is paid, AllSouth shall have no liability for such payment.

## **17. STOP PAYMENT ORDERS**

#### **a. Stop Payment Order Request.**

You may request a stop payment order on any draft drawn on your Account if we have not already paid the draft. The stop payment will be effective if AllSouth receives the order in time for us to act upon the order and you state the number of the Account, number of the check, and its exact amount. You understand that the exact information is necessary for AllSouth to identify the check. If

you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received within a reasonable time for us to act upon the order, we will not be liable to you or to any other party for payment of the check. If we recredit your Account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

**b. Duration of Order.**

You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

**c. Liability.**

Fees for stop payment orders are set forth in the Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold AllSouth harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. If we pay an item subject to a timely and appropriate stop payment, we may be liable to you if you had a legal right to stop payment. Our liability, if any, is limited to the actual loss suffered up to the amount of the item. We will not be liable for any special, incidental, or consequential loss or damages.

## 18. CREDIT UNION LIABILITY

You agree to reimburse us for all claims, losses, and damages (including collection and attorneys' fees) we may incur in connection with your Accounts.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. we will not be liable if:

- The error(s) resulted in no financial loss to you.
- Your Account contains insufficient funds for the transaction.
- Circumstances beyond our control prevent the transaction.
- Your loss is caused by you or another financial institution's negligence.
- Your Account funds are subject to legal process or other claim.

We will not be liable for special, incidental, exemplary, punitive, or consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we accepted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the

right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any loss recovery you obtain from a third party, including insurance, will reduce any amount of any obligations we may have to you. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

## **19. CHECKS PRESENTED FOR PAYMENT IN PERSON**

We may refuse to accept any check drawn on your Account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check and we shall have no liability for refusing payment. If we agree to pay a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the Fee Schedule.

## **20. REMOTELY CREATED CHECKS**

A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your Account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. If you deposit a remotely created check into your Account, you warrant and guarantee that the remotely created check is authorized according to the terms on its face by the person identified as the drawer. You agree to indemnify AllSouth from all loss, expense, and liability related to a claim that such remotely created check was not authorized by the persons on whose account it was drawn.

## **21. OVERDRAFT SERVICES AND OVERDRAFT PRIVILEGES**

Please see your member services representative for more information on overdraft services. Overdraft Privileges are subject to a separate Agreement between You and the Credit Union. Unless you sign an agreement with us for overdraft services, you will not be permitted to overdraw your Accounts. In the event a check, ACH, or other transfer is presented against your Account, we will return the item as insufficient funds (NSF) to the presenter. Each time a check, ACH, or other transfer is presented and you have insufficient funds in your Account, we may charge you a NSF fee in the amount described in the Fee Schedule .

## **22. PLEDGE/OFFSET/STATUTORY LIEN**

Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and

all deposits and interest, if any, in all Accounts you have with us now and in the future. If you pledge a specific dollar amount in your Account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged Account(s) may be withdrawn unless you are in default. Federal law gives us a lien on all shares and dividends and all deposits and interest, if any, in Accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your Accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

## 23. LEGAL EXPENSES

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

## 24. NOTICES

### **a. Name or Address Changes.**

You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Fee Schedule.

### **b. Notice of Amendments.**

Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

### **c. Effect of Notice.**

Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is mailed or delivered, postage prepaid and addressed to you at your statement mailing address. Notice to any Account owner is

considered notice to all account owners.

**d. Electronic Notice.**

If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices. Notice to any Account owner is considered notice to all Account owners.

## 25. STATEMENTS

**a. Periodic Statements.**

You will receive a monthly or quarterly statement depending on your Account type. AllSouth may choose to provide you with a statement on an annual basis if there have been no transactions in the past 365 days. A periodic statement is a record of transactions and activity on your Account during the statement period.

**b. Delivery of Statements.**

Periodic statements are mailed, delivered electronically, or delivered according to the delivery preference of the primary Account. The periodic statements are made available to you on the date they are sent to you, or made available through online banking, if so elected. If mailed, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

**c. Recipient of Account Statements.**

AllSouth will make available only one periodic statement to the primary Account owner of the Account. When your original check is paid, it becomes AllSouth's property and may not be returned to you. However, copies of the checks are made available upon your request.

**d. Combined Account Statements.**

Your periodic statement will be a consolidated statement including information on all your Accounts with AllSouth in which you are the primary owner on record. If you prefer to receive a separate statement for a specific Account or ownership structure, you are required to make your request in writing to us. Segregated Statements are only allowed if there is a dispute regarding Account ownership.

**e. Electronic Statement (eStatement).**

You have the option to receive your periodic statement electronically. The eStatement is sent in a secure manner that is available to you at your convenience. You must sign up to receive your eStatement. A valid email address and Portable Document Format (PDF) compatible reader is required to access your statement. AllSouth will notify you when your statement is available to view. We will no longer send paper periodic statements on your Account unless you notify us you no longer want to receive eStatements.

**f. Examination.**

As an Account owner, you are responsible for and obligated to:

- Promptly examine each statement upon receiving it and report any irregularities to AllSouth.

- Notify AllSouth within a reasonable time of any errors or irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your Account, erroneous payments or transactions, or other discrepancies reflected on your statement. If you fail to notify us within a reasonable time, we will not be responsible for your loss.
- Notify us within thirty-three (33) days of the statement mailing date to report any errors or irregularities. We will not be responsible for your loss if it is not reported in a reasonable time of receiving your statement.

We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

**g. Notice to Credit Union.**

AllSouth’s retention of checks does not alter or waive your obligation to fully examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your Account unless you notify us in writing within thirty-three (33) days of the statement mailing date notifying us of any errors.

If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

## 26. PROHIBITED ACTIVITIES

AllSouth periodically scans all business members and associated Accounts. If the scans reflect an excessive volume of transactions or prohibited high-risk transactions, AllSouth will review the Account for immediate account restriction and/or closure. You understand and agree that:

- AllSouth services may only be used for transactions that are permitted by law.
- Illegal use of any service will be deemed as action of default and/or breach of contract and such service and/or related services may be terminated at AllSouth’s discretion.
- Should illegal use occur, you waive the right to sue AllSouth for such illegal activity directly or indirectly related to it.

AllSouth will be held harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal activity.

The following types of Account activity are prohibited:

**a. Internet Gambling.**

The Unlawful Internet Gambling Enforcement Act prohibits gambling businesses from disbursing or accepting payments in connection with unlawful internet gambling. Under the Act, any person engaged in the business of betting or wagering is prohibited from completing “restricted transactions” or knowingly accepting payments in connection with the participation of another person in unlawful internet gambling.

AllSouth does not offer services to any business involved in this type of activity. As required by law, we monitor all Account activity,

and will restrict any transactions connected with unlawful internet gambling. If unlawful activity is detected, the Account may be restricted or closed.

### **b. Money Service Business Activity or High Risk Deposit Business Entities.**

AllSouth reserves the right to deny or restrict certain high-risk deposit business entities. This specifically includes business entities who conduct transactions involving Money Services businesses.

## **27. INACTIVE ACCOUNTS**

We may classify your Account as inactive or dormant, if you have not made any transactions over a period specified in the following table. Unless prohibited by applicable law, we may charge a service fee as set forth in the Fee Schedule for processing your inactive Account. If we impose a fee, it will be identified on your periodic statement.

You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the Account funds to an account payable and to suspend any further Account statements. We also reserve the right to stop paying interest on the Account, if the Account paid interest.

If a deposit or withdrawal has not been made on the Account and we have had no other sufficient contact with you within the period specified by state law, the Account will be presumed to be abandoned. Funds in abandoned Accounts will be reported and remitted in accordance with state law. Unless otherwise prohibited by law, we may charge to the Account our costs associated with the applicable state agency. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency. Our policy and procedure are to classify inactive and dormant Accounts as follows:

	<b>INACTIVE</b>	<b>DORMANT</b>
<b>CHECKING</b>	90 days - no transactions	6 months - no transactions
<b>SAVINGS</b>	6 months - no transactions	1 year - no transactions

## **28. SPECIAL ACCOUNT INSTRUCTIONS**

You may request that we facilitate certain trust, will, or court-ordered Account arrangements. However, because we do not give legal advice, we cannot counsel you as to which Account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any Account owner, such

as adding or closing an account or service, may require you to provide written authorization or be evidenced by a signed Account Card which must be in a form acceptable to us.

## 29. TERMINATION OF ACCOUNT

We may terminate your Account at any time without notice to you or may require you to close your Account and apply for a new Account if:

- You are not carrying out your obligation to AllSouth;
- You or any Beneficial Owner has been convicted of a criminal offense conducted through AllSouth;
- You neglect or refuse to comply with AllSouth's bylaws, contractual agreements, terms of service, and/or policies;
- Your actions pose a risk to any AllSouth related party;
- There is a change in owners or Authorized Signers;
- You defraud, or attempt to defraud AllSouth;
- There has been a forgery or fraud reported or committed involving your Account;
- There is a dispute as to the ownership of the Account or of the funds in the Account;
- There has been any misrepresentation or any other abuse of any of your Accounts;
- You engage in acts of physical or verbal abuse, threats, or harassment of employees, AllSouth related parties, or other members or vendors;
- You engage in willful destruction of AllSouth property;
- There are excessive returned unpaid items not covered by an overdraft protection plan;
- Transactions being conducted on the Account are not in the nature of the business and/or purpose of the Account does not appear to support the operation of the business;
- Account requirements are not maintained; or
- We reasonably deem it necessary to prevent a loss to us.

You may terminate a Business Account by giving written notice. We may require you to give us seven days advance written notice of your intent to terminate your Account. We reserve the right to require the consent of all owners to terminate an Account. We are not responsible for payment of any checking draft, withdrawal, or other item after your Account is terminated; however, if we pay an item after termination, you agree to reimburse us immediately.

We may, in our sole discretion, to the extent permissible under Applicable Law, freeze, decline, delay, cancel, and/or reverse your orders, transactions, instructions, and/or place restrictions on any of your Accounts. If at any time, we believe that your Account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze some or all of the funds in the Account and in other Accounts you maintain with us and/or delay transactions, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your Account funds or delay transactions, we will provide notice to you as soon as reasonably possible. Notice may be made by mail, verbally or provided by other means such as via Online Banking as permitted by law or by updated balance information. We may not provide this notice to you prior to freezing the account or delaying transactions if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account. The Credit Union will not



be liable for any costs or fees incurred by the delay.

If an Account is closed and we later reopen it, the Account is subject to this Agreement and the fees applicable to such Account.

If we receive a deposit after your Account is closed, we may, at our option and without any liability to you, either return the deposit or reopen the Account and deposit the amount.

If we receive a withdrawal after your Account is closed, we may refuse the withdrawal request and return the check or other item. We are not liable for any losses or damages that may result from refusing the withdrawal or dishonoring the check or item.

When your Account is closed, we may continue to process and pay transactions while we process your Account closure. When we complete our processing, we may close your Account even if your Account has a balance and you still have transactions pending.

If your Account earned interest before it closed, your funds stop earning interest when you ask us to close your Account.

### **30. TERMINATION OF MEMBERSHIP**

You may terminate your membership by giving us written notice, if any, and closing all of your Accounts. You may be denied services for causing a loss to the Credit Union or you may be expelled for any reason as allowed by Applicable Law or in accordance with the Credit Union's bylaws. We may restrict Account access and services without notice to you when your Account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

### **31. DEATH OR INCOMPETENCE OF ACCOUNT HOLDER**

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an Account until we are notified of an account owner's death or incompetence. Once we are notified of an owner's death, we may pay checks or honor other payments or transfer orders authorized by the deceased owner for a limited period of time or we may continue to process payments on the Account depending on the structure and ownership of the Account. Any items authorized or dated prior to the owner's death may be honored. We may hold any funds in your Account until we know the identity of the successor. We may require anyone claiming a deceased owner's Account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account owner.

### **32. UNLAWFUL USE OF SERVICES**

You understand and agree that:

- AllSouth services may only be used for transactions that are permitted by law.
- Illegal use of any service will be deemed as action of default and/or breach of contract and such service and/or related

services may be terminated at AllSouth's discretion.

- Should illegal use occur, to waive the right to sue AllSouth for such illegal activity directly or indirectly related to it.
- AllSouth will be held harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal activity.

### **33. CHANGE IN TERMS AND RIGHT OF ASSIGNMENT**

We reserve the right to change or terminate this agreement. The terms of this agreement may change upon 30 days' notice to you; however, we may make changes to this Agreement without notifying you, except as prohibited by law. If you continue to use your Account or keep it open after such change, you are deemed to agree to accept this change and are bound by the change. If you do not agree with this change then you should terminate your Account. No right of AllSouth shall be changed or terminated by you except by written notice, which shall not affect previous transactions. We have the right to assign this agreement without notice to you, unless such notice is required by applicable law. Your Account is for your use only or the use of your co-owners. You cannot transfer, assign, grant or negotiate your Account.

### **34. CREDIT REPORTS**

Any Account owner or Authorized Signer may authorize the Credit Union to pull a commercial or consumer credit report in connection with your application for membership, to update or renew your membership, or in connection with any Account or loan you obtain. You understand that this may occur any time an Authorized Signer opens an Account or establishes membership. You understand that the information contained in these reports may be used to deny account applications, close accounts, deny or restrict services. Additionally, you understand that these reports may be used by the Credit Union to offer services or products to you to verify your eligibility or continued eligibility for membership, any Account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment/abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us) you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your Account(s) and credit to others where consistent with our Privacy Policy. You agree that we may use information from consumer credit reports to identify other products and services that we offer that may be of interest to you.

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your

Account. We agree not to disclose Account information to third parties except when:

- It is necessary to complete a transaction.
- The third party seeks to verify the existence or condition of your Account in accordance with applicable law.
- Such disclosure complies with the law or a government agency or court order.
- You give us written permission.
- We may report information about your loan, savings or deposit Accounts to credit reporting agencies. Late payments, missed payments, or other defaults on your Accounts may be reflected in your credit report.

We may report information about your loan, savings or deposit Accounts to credit reporting agencies. Late payments, missed payments, or other defaults on your Accounts may be reflected in your credit report.

## **35. REQUEST FOR INFORMATION**

The Account owner authorizes any person to provide AllSouth with any information concerning their financial affairs, when necessary for AllSouth's business purposes.

## **36. HOLDS ON ACCOUNT**

If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your Account and other Accounts with us that you maintain or control until we determine that there is no suspicious, unauthorized, or unlawful activity.

## **37. LEGAL PROCESS**

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, execution, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, or other similar order, and other legal process relating to your account. We will accept and act on any legal process we believe to be valid, whether the process is served in person, by mail, by electronic notification, or at any banking location. If we incur any fees or expenses (including attorney's fees and expenses) due to responding to legal process related to your Account, we may charge these costs to any Account you maintain with us without notice to you. We have no liability with you if we accept and comply with legal process as prohibited by this Agreement or applicable law. We may hold and/or turn over funds or other property to the court or a creditor as directed by legal process, subject to other rights we may have in the funds or property. We will not pay interest on funds we hold during this time. During the time we are holding the funds, we may, without liability, return checks and other items as unpaid and refuse to permit withdrawals from our Account. If legal process applies to a time Account, we may charge you carry withdrawal fees or penalties for funds taken from such Account.

If legal process directs us to disclose information about one or more Accounts that are reported on combined statements, we may release the entire combined statement. Similarly, if legal process is requested about one or more, but not all Account Owners and Authorized Signers, we may release information about all Account Owners and Authorized Signers.

## II. FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at AllSouth. It only applies to the availability of funds in transaction Accounts. We reserve the right to delay the availability of funds deposited to Accounts that are not transaction Accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which Accounts are affected by this policy.

### 1. GENERAL POLICY

Our policy is to make funds from your cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Funds from check deposits made through mobile banking are generally made available to you in two business days after we receive your mobile deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. EST on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. EST, or later if you deposit at a branch that offers extended hours, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Mobile deposits made before 4:00 p.m. EST on a business day that we are open are considered to be deposited on that day. If you make a deposit by mobile deposit after 4:00 p.m. EST or on a day that we are not open, we will consider that the mobile deposit was made on the next business day we are open.

### 2. RESERVATION OF RIGHT TO HOLD

In some cases, we will not make all of the funds that you deposit by check available to you on the next business day after we receive your deposit. In some cases, we may place a hold on funds you deposit by check. A hold results in a delay in the availability of these funds. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the minimum amount of your deposit required by federal regulation, \$225, will generally be available on the first (1st) business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. If you do not have enough funds in your Account to cover transactions you have conducted while a hold is in place, these transactions may overdraw your Account, or be returned unpaid. This may result in an overdraft fee.

### 3. AVAILABILITY AND NOTICE FOR ELECTRONIC ENTRIES

In the case of credit entries subject to Article 4A of the Uniform Commercial Code, AllSouth hereby provides notice that such entries may be transmitted through the ACH network pursuant to the ACH rules governed by the National Automated Clearing House Association (NACHA). Your rights and obligations concerning these entries shall be governed by and construed in accordance with the laws of the State of South Carolina. Credit provided by the Receiving Depository Institution (RDFI) to the Receiver for these entries is provisional until the RDFI has received final settlement through a Federal Reserve Bank. If the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator of the entry will not be considered to have paid the amount of the credit to the Receiver. The Credit Union has not agreed to provide you with notice if we have received a credit entry subject to Article 4A of the Uniform Commercial Code.

### 4. LONGER DELAYS MAY APPLY

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for any reason. In addition, we may delay the availability of your funds in the following circumstances, for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one (1) day.
- You 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 will generally notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

### 5. SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first thirty (30) days your Account is open:

- Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you.
- The excess over \$5,525 will be available on the seventh (7th) 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 (2nd) business day after the day of your deposit.
- Funds from all other check deposits will be available on the

- thirtieth (30th) business day after the day of your deposit.
- Other limitations may apply as set forth in this Agreement, if applicable.

## 6. DEPOSITS AT NONPROPRIETARY ATMS

Deposits are not accepted at non-proprietary ATMs. All ATMs that we own or operate are identified as our machines.

## 7. FOREIGN CHECKS

Checks drawn on financial institutions located outside the U.S. (foreign checks) are not accepted by us. Under federal law, foreign checks are exempt from the policies outlined in this disclosure.

## 8. HOLDS ON OTHER FUNDS

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

## 9. RIGHTS RESERVED

AllSouth reserves the right to:

- Accept or reject any check, ACH, or credit or debit card presented for payment;
- Revoke any settlement with respect to a check accepted by us, and to charge back to your Account the amount of the check based on the return of the check or a receipt of notice of non-payment of the check, or claim a refund for such credit;
- Require that the space reserved for endorsement by the Credit Union on the back of any check accepted for deposit be free and clear of any prior markings or endorsement.

# III. ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services (“EFT Services”) offered to you by AllSouth. Electronic funds transfers are electronically initiated transfers of money from your Account through the electronic funds transfer services described below. By signing an application or Account Card for EFT services, signing your Card, or using any service, you agree to the terms and conditions in this Agreement and any amendments for the EFT Services offered.

## 1. EFT SERVICES

Using AllSouth’s EFT Services, you may make transfers between your Accounts, including on Accounts on which you are authorized signer . You may also make transfers from your Account at AllSouth to accounts at other financial institutions.

If approved, you may conduct any one or more of the EFT services offered by the Credit Union. If any limitations are violated, your transaction request may not be honored.

### a. VISA® Debit Card.

You may use your debit card to purchase goods and services from participating merchants that accept the Visa debit cards. You may also use your card to order goods and services by mail, electronically online, or telephone from places that accept this card.

However, you may not use your debit card to initiate any type of gambling transaction. If you wish to pay for goods or services over the internet, you may be required to provide debit card number security information before you will be permitted to complete the transaction. You agree that you will not use your debit card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your debit card purchases will be deducted from your checking account. Please refer to the overdraft section regarding transactions made when funds are not available. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

You may use your debit card and PIN (personal identification number) in ATMs of AllSouth, and such other machines or facilities as we may designate. At the present time, you may also use your debit card to:

- Make POS (Point-of-Sale) transactions with your debit card and PIN (Personal identification number) to purchase goods or services at merchants that accept VISA®.
- Order goods or services by mail or telephone from places that accept VISA®.

The following limitations on the frequency and amount of debit

cards transactions may apply:

- Purchase amounts are limited to the amount in your Account(s).
- For security purposes, there may be limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your Accounts at the time of the transfer.
- For security purposes, the number and dollar amount of debit card purchases may be limited.
- See Section 2 for transfer limitations that may apply to these transactions.

#### **b. Notice Regarding Non-Visa Pinless Debit Card Transactions.**

We allow non-visa debit transaction processing. This means you may use your Visa® Debit Card on a PIN-Debit network\* (a non-visa network) without using a PIN to authenticate your transactions. Examples of the types of actions that you may be required to make to initiate a visa transaction on your Visa debit card include signing a receipt, providing a debit card number over the phone or via the internet, or swiping the debit card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit network include but are not limited to initiating a payment directly with the biller (possibly via telephone, internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

Please be advised that the terms and conditions of your agreement with us relating to visa debit transactions do not apply to non-visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on visa debit card transactions are not applicable to transactions processed on a PIN-Debit network.

\*Visa rules generally define PIN-Debit network as a non-visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

#### **c. Telephone Banking.**

To activate Telephone Banking, you must use your member number, account number or social security number and create a separate PIN (personal identification number). Your PIN is required to access your accounts after the initial activation and is not the same as your Debit Card PIN. You may use Telephone Banking to:

- Transfer funds from your savings, checking, and Line of Credit Accounts.
- Obtain balance information for your savings, checking and loan Accounts.
- Make loan payments from your savings and checking Accounts.
- Access your Line of Credit Accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and



checking accounts or interest paid on loan Accounts.

- Verify the last date and amount of a direct deposit.
- See Section 2 for transfer limitations that may apply to these transactions.

Your Accounts can be accessed under Telephone Banking via a touch-tone telephone only. The Telephone Banking service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. AllSouth reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an Account below a required balance, or otherwise require us to increase our required reserve on the Account. We may set other limits on the amount of any transaction, and you will be notified of those limits. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

#### **d. Preauthorized EFTs.**

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings and/or checking Account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings and checking Account. See Section 2 for transfer limitations that may apply to these transactions.
- Stop Payment Rights. If you have arranged in advance to make regular electronic funds transfers out of your Account(s) for money you owe others, you may stop payment of preauthorized transfers from your Account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
- Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages.

#### **e. Electronic Check Conversion/Electronic Returned Check Fees.**

If you pay for purchases or bills with a check you may authorize your check to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your Account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete

the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

#### **f. Online and Mobile Banking.**

If we approve online and/or mobile banking for your Accounts, you agree to be bound by the terms and conditions of the online and/or mobile banking Agreement. Your use of online and mobile banking is governed by a separate agreement. At the present time, you may use online banking to:

- Transfer funds from your savings and checking Accounts to internal AllSouth accounts.
- Obtain balance information on all your Accounts.
- Make loan payments from your savings and checking Accounts.
- Access your Line of Credit Accounts.
- Sign up for text banking and alerts.
- Open a new Account.
- Pay bills and manage finances.

Your Accounts can be accessed under online and mobile banking via personal computer, web enabled smart phone or other web enabled device through the use of our mobile application or online banking website. Your Accounts can be accessed under online or mobile banking via personal computer or other web enabled device. Online and mobile banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing and updates.

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.

- There is no limit to the number of inquiries or transfer requests you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions.

#### **g. Bill Payment.**

We will process bill payment transfer requests only to those creditors the Credit Union has designated in any user instructions and such creditors as you authorize and for whom the Credit Union has the proper billing information. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking Account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment.

You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your

Account by the vendor.

- Payment amounts are limited to the amount in your Account(s).
- There is no limit on the number of bill payments per day.

## 2. TRANSFER LIMITATIONS

For any Savings or Money Market Accounts, no more than six (6) preauthorized, automatic, telephone, or internet transfers and withdrawals may be made from each Account to another Account of yours or to a third party in any month. If you exceed these limitations, your Account may be subject to a fee or be closed. For security reasons, there may be limits on the numbers of transfers you can make using our terminals. We count a transaction on the date that we post it to your Account. This date may be different from the date you authorize or transfer the transaction, which means a transaction made during one statement cycle may not be counted until a later statement cycle. Please refer to the Funds Availability Policy Disclosure for additional transfer limitations that may apply to these transactions.

## 3. CONDITIONS OF EFT SERVICES

### a. Ownership of Cards.

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

### b. Honoring the Card.

Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

### c. Foreign Transactions.

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

A fee of 1% of the Amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your Account. A foreign transaction is any transaction that you complete or a merchant completes on your Card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

### d. Security of Access Code.

You may use one or more access codes with your electronic funds

transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your Accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any Authorized Signer you authorize to use an access code may withdraw or transfer funds from any of your Accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

## 4. FEES AND CHARGES

There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

## 5. MEMBER LIABILITY

### **a. Your Responsibility.**

Excepting the provisions applicable to Commercial Accounts, you bear the risk of conducting transactions including transfers and bill payment through AllSouth. We will not be liable to you for failure to make a requested transfer or otherwise in the instances set forth, above. If the transaction is made using your Card, code, user name and password, pin, or other authorized means of accessing your account (each an "Access Device"), the transfer will be treated as your authorized transaction. You agree to keep your Access Devices secure and strictly confidential, instruct each authorized user with whom you give your Access Devices that he or she is not to disclose it to any unauthorized person, and immediately notify us and select or request a new Access Device if you believe any of your Access Devices may have become known by an unauthorized person. AllSouth will not be liable to you for any unauthorized payment or transfer made using any of your Access Devices that occurs before you have notified us of unauthorized use and AllSouth have had a reasonable opportunity to act. We have the right to suspend or cancel any of your Access Devices even without receiving such notice from you, if we suspect that your information is being used in an unauthorized, fraudulent, or illegal way.

You agree that we may send notices and other communications, including passcode confirmations, to the current address or email address shown in our records, whether or not that address includes a designation for delivery to the attention of a particular individual. You further agree that we will not be responsible or liable to you in

any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

**b. Security Procedures.**

You agree that the use of the user ID and Password for online transfers or bill payments, (the "Security Procedures") are commercially reasonable security procedures under applicable law for the initiation of transactions against your Account(s). Any instructions, directions, or other information provided by you, your representatives and agents, any of your Authorized representatives, or any other party utilizing the Security Procedures will be deemed to have been authorized by you, and we may rely upon, and will be indemnified and held harmless by you for acting upon, any such direction, instruction, or information. You agree that, if we comply with the Security Procedures, we will not be liable for the amount of any unauthorized transactions which we honored in compliance with the Security Procedures. You acknowledge and agree that the Security Procedures are not designed to detect errors in the requests initiated by you and that you bear the sole responsibility for detecting and preventing such errors.

**c. Limitation on Liability.**

IN NO EVENT WILL ALLSOUTH OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TRANSFERS OR BILL PAY, THE INABILITY TO USE TRANSFERS OR BILLPAY, ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED USING TRANSFERS OR BILLPAY, OR ANY MESSAGES RECEIVED VIA ONLINE BANKING, MOBILE BANKING, OR ANY TRANSACTIONS THEREUNDER, EVEN IF ALLSOUTH HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF ALLSOUTH AND OUR THIRD-PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS.

## 6. RIGHT TO RECEIVE DOCUMENTATION

**a. Periodic Statements.**

Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, electronic/PC transactions or bill payments you make will be recorded on your periodic statement. A periodic statement will be mailed or electronically delivered monthly. In any case, a statement will be mailed or delivered at least quarterly.

**b. Terminal Receipt.**

You can get a receipt at the time you make any transaction (except inquiries) involving your Account using an ATM, PoS terminal, or debit card transaction.

**c. Direct Deposit.**

If you have arranged to have a direct deposit made to your Account at least once every sixty (60) days from the same source

and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by emailing us at [memberservice@allsouth.org](mailto:memberservice@allsouth.org). This does not apply to transactions occurring outside the United States.

## 7. ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your Account or the transfers you make:

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

## 8. CONTACT INFORMATION

Whenever possible, please contact us by telephone or at AllSouth Federal Credit Union online banking's secure email function to report unauthorized transfers or to request stop payments. This is the quickest way for us to comply with your requests.

Telephone: (803) 736-3110 or 1-800-272-0695 (Toll-free outside the greater Columbia area.)

Mail: AllSouth Federal Credit Union

730 Elmwood Avenue

Columbia, SC 29201

Online: Email us through the secure email function contained on our website.

## 9. BUSINESS DAYS

Our business days are Monday through Friday, excluding federal holidays.

## 10. NOTICES

All notices from us will be effective when we have mailed or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail or deliver notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing AllSouth's operations and your Accounts and any future changes to those regulations.

## 11. TERMINATION OF EFT SERVICES

You may terminate this Agreement or any EFT service under this

Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement or the EFT Services at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your Accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement or the EFT Services for any EFTs made prior to termination.

## **12. APPLICABILITY**

AllSouth Federal Credit Union's Funds Availability Policy applies to transaction Accounts, as that term is defined by Regulation D.

## IV. TRUTH-IN-SAVINGS DISCLOSURE

### 1. BUSINESS ACCOUNTS

#### **a. Rate Information.**

The annual percentage yield (APY) is a percentage rate that reflects the total amount of dividends to be paid on an Account based on the dividend rate and frequency of compounding for an annual period. For business savings Accounts, the dividend rate and APY may change quarterly as determined by the Credit Union's board of Directors. The dividend rates and APY are the rates and yield as of the last dividend declaration date, which is set forth in the Rate Schedule.

#### **b. Nature of Dividends.**

Dividends are paid from current income and available earnings after required transfers to reserves and thus cannot be guaranteed.

#### **c. Dividend Compounding and Crediting.**

The compounding and crediting frequency of dividends and dividend period applicable to each account as stated in the Rate Schedule and corresponds to the frequency of change in the dividend rate previously disclosed. The dividend period is the period of time at the end of which an Account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

#### **d. Accrual of Dividends.**

For all Accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your Account. If you close your Account before accrued dividends are credited, you will not receive the accrued dividends.

#### **e. Minimum Balance Information.**

There is no minimum balance required to open a business savings Account. The minimum balance required to open a business checking Account is \$100. Once the business checking Account is opened, there is no ongoing \$100 minimum balance requirement. If the minimum daily balance as specified in the Fee Schedule is not maintained throughout the month, a monthly maintenance fee will be charged as specified in the Fee Schedule. The average daily balance You must maintain to earn dividends is set forth on the Rate Schedule located at: <https://www.allsouth.org/rates/>.

#### **f. Account Limitations.**

For all Accounts, no Account limitations apply.



# V. IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

## 1. SUBSTITUTE CHECKS AND YOUR RIGHTS

### **What is a substitute check?**

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, returned check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to dividends on the amount of your refund if your account is a dividend-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your Account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus dividends if your Account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at:

Telephone: (803) 736-3110 or 1-800-272-0695 (Toll-free outside the greater Columbia area.)

Mail: AllSouth Federal Credit Union  
730 Elmwood Avenue  
Columbia, SC 29201

Online: Email us through the secure email function contained on our website.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

**Your obligations regarding substitute checks.**

If you cash or deposit a substitute check, you give the Credit Union the same warranties and indemnities that the Credit Union, as reconverting financial institution, would have under applicable law. You agree to indemnify us for any claims, losses, costs, or damages that we may incur relating to your deposit of a substitute check. If you provide us with an electronic representation of a substitute check, you agree to reimburse and indemnify us for all claims, losses, costs, and damages we incur because the electronic representation does not meet the applicable substitute check standards or causes duplicate payments.

## VI. ARBITRATION AGREEMENT

### **Binding Arbitration and Class Action Waiver Notice.**

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

### **Agreement to Arbitrate Disputes.**

Either you or we may elect, without the other's consent, to require that any dispute between us concerning the terms of this Agreement, your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

### **No Class Action or Joinder of Parties.**

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint Account holders or beneficiaries on your Account and/or related Accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

### **Waiver of Jury Trial.**

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING WITH OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR ANY OF THE SERVICES OR TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OR EITHER OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY YOU OR ALLSOUTH, EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY EACH PARTY TO THIS AGREEMENT.

### **Disputes Covered by Arbitration.**

YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL

BE NO RIGHT TO A JURY TRIAL. If arbitration is selected by either party, any claim or dispute relating to or arising out of this Agreement or your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your Accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint Account holder, Account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the AllSouth, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, crossclaims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this arbitration provision, the other party may elect to proceed in arbitration pursuant to this arbitration provision.

#### **Disputes Excluded from Arbitration.**

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this arbitration provision. Claims or disputes arising from your status as a borrower under any loan agreement with AllSouth is also excluded from this arbitration provision.

#### **Commencing an Arbitration.**

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at:

AllSouth Federal Credit Union  
730 Elmwood Avenue  
Columbia, SC 29201

If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
www.adr.org

JAMS  
1-800-352-5267 (toll-free)  
www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

### **Administration of Arbitration.**

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer Account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

### **Costs.**

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other

expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

#### **Right to Resort to Provisional Remedies Preserved.**

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of offset or the right to restrain funds in an Account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

#### **Arbitration Award.**

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

#### **Governing Law.**

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of South Carolina shall apply.

#### **Severability, Survival.**

These arbitration provisions shall survive (a) termination or changes to your Accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this arbitration provision is deemed invalid or unenforceable, the remainder of this arbitration provision shall remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

#### **Applicability.**

Arbitration will not apply to your Account as long as you are an active duty Servicemember under the Military Lending Act or Servicemembers Civil Relief Act.

#### **Right to Reject this Arbitration Provision.**

YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

**Agreement to the Resolution of Disputes by Arbitration provision:**

1. If you agree to be bound by the above arbitration provision, then no action is needed on your part.
2. If you take no action, then effective immediately your Accounts will be bound by this arbitration provision.

**Rejection of the arbitration provision:**

If you do not agree to be bound by this arbitration provision, you must send us written notice that you reject the arbitration provision within 30 days of Account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:

- a. Your written notice must include: your name, as listed on your Account, your Account number, and a statement that you reject the arbitration provision, and;
- b. You must send your written notice to us at the following address:

AllSouth Federal Credit Union  
730 Elmwood Avenue  
Columbia, SC 29201

# VII. DISCLAIMER AND OTHER TERMS

## 1. DISCLAIMER OF WARRANTIES

To the fullest extent permitted by law, we make no warranties of any kind for the Services we provide to you as a part of your banking relationship with us (the "Services"), either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that products and services will be uninterrupted or error free. Defects and error brought to our attention by the member will be corrected at our discretion.

## 2. LIMITS ON LIABILITY AND OBLIGATIONS

AllSouth and its officers, directors, responsible employees, and third-party service providers are not liable for any:

- Consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) damages.
- Indirect damages.
- Incidental damages.
- Special damages.
- Punitive damages.

This is true whether these damages occur in an action under contract, or from negligence or any other theory, arising out of, or in connection with, this Agreement, the Service, or the inability to use the Service. In addition to reasons such as scheduled system maintenance, damages could arise from circumstances beyond our control, even if we advise you of the possibility of such damages. These circumstances could include (but are not limited to): power outages; systems failures; fires; floods; natural disasters; extreme weather; and cyber attaches (including denial of service (DOS)). In states that prohibit the limitation of liability for consequential or incidental damages, the above limitations may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we, our service providers or other agents, also won't be liable for:

- Any loss or liability you may incur resulting wholly or partly from failure or misuse of your equipment or software provided by an external company (such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them).
- Any direct, indirect, special or consequential, economic or other damages arising in any way from your access/use/failure to obtain access to the Service. AllSouth does not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We won't be obligated to honor, in whole or in part, any transaction or instruction that:

- Is not in accordance with any term or condition of this Agreement or any other agreement that applies to the relevant financial service or eligible Account.



- We have reason to believe may not be authorized by you or any other person whose authorization we believe necessary.
- We have reason to believe involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction.
- Would violate any applicable provision of any risk control program of the Federal Reserve, the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory authority.
- Is not in accordance with any other requirement of our policies, procedures or practices.
- We have other reasonable cause not to honor for our or your protection.
- AllSouth will not be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

### 3. INDEMNIFICATION

Except where we're liable under the terms of this Agreement or another agreement governing the applicable Account or products and service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us.
- Any fraud, manipulation, or other breach of this Agreement or the Service.
- Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity, or other property rights.
- The provision of the Service or use of the Service by you or any third party.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent. You are providing this indemnification without regard to whether our claim for indemnification is due to the use of the Service by you, your Authorized Representative or your delegate.

### 4. ACCOUNT CHANGES

You must notify us of any changes to your name and address. If you do not provide notice of your changed address, we may send notices, statements, and other correspondence to you at the address maintained in our records and you agree to indemnify and hold us harmless for doing so.

You agree to notify us in writing of any change in ownership or authorized signers of your Account or if an owner or authorized signer on the Account dies or becomes incompetent. You acknowledge that we may require a new Account Card to be completed before any change in ownership or authorized signers becomes effective.

After we receive a notice of a change and receive all documents regarding the change, we may take a reasonable period of time to act and implement the change to your Account.

## **5. FREEZING YOUR ACCOUNT AND DELAYED TRANSACTIONS**

If we decide to close your Account, we may freeze it in our sole discretion and either accept or return deposits and other items that we receive after we freeze your Account without being liable to you. If at any time we believe your Account may be subject to irregular, unauthorized, fraudulent, or illegal activity, we may freeze some or all of the funds in your Account or in other Accounts you maintain with us, without any liability to you, until such time we can complete our investigation. If we do freeze such Accounts, we will provide notice to you as soon as reasonably possible unless we believe that such notice could result in a security risk or is prohibited by applicable law.

## **6. SAMPLE OF YOUR SIGNATURE**

To determine the authenticity of your signature, we may refer to your signature card or other document upon which your signature appears. We may use an automated process to do this comparison. If we cannot accurately verify your signature on a check by comparing it with a check or a signature card, you are responsible for any losses that may result from our liability to use that check to verify your signature.

## **7. CONSENT TO TELEPHONE COMMUNICATIONS**

Receipt of cellular phone calls or SMS text messages may be subject to service provider charges. If you have listed a cellular phone number in your application, or later provide a cellular phone number to AllSouth, then you authorize us, its affiliates, or its agents, to call your cellular phone or send SMS text messages to you using an automatic telephone dialing system or prerecorded message in order to provide Account information and services regarding Account or any of the products or services you request from AllSouth.

AllSouth may contact you in order to assist you with the completion of any application you begin, to address any technical problems associated with your Account or any product or service you request, or to send you notices regarding your Account, approval for any products or services for which you apply, payment reminders, or collection efforts.

If you do not want to receive cellular phone calls and SMS text messages about your Account, you can unsubscribe by contacting us.

## **8. RECORDING AND MONITORING COMMUNICATIONS**

We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your Accounts or other products and services. Except as otherwise prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

## **9. SEVERABILITY**

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

## **10. ENFORCEMENT**

You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

## **11. GOVERNING LAW**

This Agreement is governed by AllSouth's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of South Carolina, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Richland County, South Carolina.

## **12. SOCIAL MEDIA AND OTHER COMMUNICATIONS**

You agree that you may elect from time to time to use AllSouth's or other parties social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights.

If you have consented to communicating with us via social media, we may use any social media addresses you may establish from time to time. If a cell number or text contact is provided, or if you later provide this to AllSouth via other communications including online banking or social media, you consent and agree that we may use this contact information to provide information to you about your Accounts and services, to reply to any inquiry, or to provide other information via calling, texting or otherwise. This consent may be made by dialing the cell phone, by auto dialer, text or robo text method.

You are solely responsible for any fees charged by your internet or cellular provider that you incurred through such contact. You understand that this consent is not required in order to obtain any loan or services from AllSouth.



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10-2023