

There is no minimum deposit required to open a Basic or Premium checking account. Checking accounts must be applied for, and applications are subject to approval. Information from credit reporting agencies may be used to determine this approval.

The dividend period for Premium Checking is monthly and dividends are compounded and credited monthly. For example, the beginning date of the first dividend period of the calendar is January 1st and the ending date of such dividend period is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is January 31st. Dividends are paid using the daily balance method.

Dividends for Premium Checking will begin to accrue on cash deposits and on non-cash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before dividends are credited, you will forfeit accrued dividends. Your dividend rate and annual percentage yield may be changed at our discretion.

Automatic Payments: Insurance premiums, home loan payments, and similar regular bills can be paid automatically out of your Checking Account, saving you time and postage.

The following terms apply to any Checking Account:

1. We will make payments on current checks drawn on available funds in your checking account when signed by any person authorized on your membership authorization.
2. We will only honor completed, signed, and endorsed checks or blanks printed by us and given to you for your use.
3. In handling checking transactions we will be governed by the Alabama Commercial Code, Federal Regulations, and our Credit Union procedures as changed from time to time.
4. The Credit Union is under no obligation to pay a check on which the date is more than six (6) months old, but we may do so at our discretion.
5. The Credit Union is relieved of all liability for items lost in delivery U.S. Mail or otherwise, or not called for by the Member.
6. If any mailed statements, vouchers, and notices are returned undelivered by the U.S. Mail, the Credit Union is authorized to destroy them after two years.
7. Non-cash deposits in the account cannot be used for payment of your checks until they are paid by the financial institution on which they are drawn or the period permitted by the Credit Union for collection has passed. The delay in permitting you to use such deposits is detailed in the section of this disclosure called "Check Hold Policy."
8. If you choose, overdrafts will be taken from your Savings in increments of \$50.00 to cover the amount of the draft. However, you are limited to six transfers per month from your Savings account. There is a \$5 overdraft transfer fee. If there is not enough money in either your Checking Account or your designated overdraft source, or you already have made six transfers from the Savings Account during the month, we will return "NSF" any checks presented for payment to the payee's financial institution. See Fee Schedule for charge on returned checks. The Credit Union may, at its option, pay a NSF check. Unless there is special provision for transfers to meet overdrafts, the Credit Union can close your Checking Account without prior notice upon the sixth overdraft.
9. You can stop payment on any check drawn on your account before the check has been cleared for payment by notifying us verbally or in writing. Verbal notification must be followed up by a written request within fourteen days or the stop payment will be suspended automatically. Written stop payment orders are valid for only six months. Please refer to the Rate and Fee schedule for the current stop payment order fee. Stop pay requests will be processed promptly, but the Credit Union will not be responsible for a check which is paid or settled by us within the first 24 hours after you request a stop pay. If we fail to carry out a timely stop pay, we will not be obligated to reimburse you, if the check discharged a valid obligation. If we do reimburse you the claim for funds against the payee of the check will be assigned to us and you agree to cooperate in collecting the amount wrongfully paid to the payee of the stopped check. We have no obligation to stop a Credit Union teller's check bought by you. We will attempt to stop payment in the event that you report the check to be lost or stolen. The purchase of an indemnity agreement will be required before we stop payment on an official check or teller check.
10. Post-dated checks may be cashed if presented for payment by the payee before the date. We will not be liable for the consequences of such early payment.
11. We will send you monthly statements recording all deposits, checks drawn on your account, dividends if any, and charges. If there are two authorized signatures on your account, the statement will be sent to the Primary Member. Copies of statements, or an account history, are available at a fee (refer to the attached Fee Schedule). You will not receive the canceled original checks. All checks are imaged and retained in that form. Copies of checks will be available upon request at a fee (refer to the attached Fee Schedule). Please note that your checkbook makes a copy every time you complete an original check.
12. Please read your statement promptly to be sure there are no errors. The Credit Union will be responsible for any errors which we make provided you notify us in writing within 60 days of the mailing of the statement containing the error. We will not be liable for our mistakes if you fail to notify us within the 60 day period. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the item(s) was correct. If we correct any error which we made, or accept any responsibility for a transaction, we have the right to collect the amount credited to your account from anyone else who is responsible. Our crediting your account will result in an automatic assignment to us of your rights to collect the amount from anyone else. If we make an error in handling your account, our liability will be limited to the actual damages. The maximum actual damages is the amount of the check. We will not be liable for consequential damages such as alleged harm to your credit standing, unrealized profits, emotional distress, or exemplary damages due to a claimed reckless disregard of the consequence of our actions.
13. Funds deposited in this account may not be pledged as security for a loan.
14. We will give you 30 days notice of any changes in our policies, including changes in charges and any new charges.
15. You must promptly notify us of any change of address.
16. We have the right to close the account for any business reason on 10 days written notice to you at your last known address. Of course, any termination of the account will not affect our handling of regular transactions prior to the notice provided that sufficient funds are on deposit to handle them. Accounts in which there is no activity for 90 days may be closed at the Credit Union's option. Other grounds for closing the account immediately include your failure to provide funds sufficient to pay the checks you write, your failure to keep up current loan payments, your filing for bankruptcy, your committing any fraudulent act such as check kiting, your failure to observe the conditions of any other agreement with the Credit Union. The Credit Union has no obligation to offer or continue a checking account if, in the Credit Union's opinion, a member has not managed his/her credit or checking accounts in a responsible way.
17. If there is only one authorized signer on the account, your death or the appointment of a guardian to manage your legal affairs will terminate our authority to disburse funds from the account ten days after the date of your death or incompetence as determined by a court or the date or formal determination or incompetence is known to the Credit Union. We will have the obligation to honor the order of a court and a lawful power of attorney dealing with the specific account. Following the knowledge of your death or incompetence, we will also honor a stop-payment request by any person claiming an interest in the account.
18. All parties having access to any account hereby agree to be jointly and severally liable for any and all overdrafts in any such account regardless of which party may have written the checks thereon or benefited from the payment thereof.

Location of Check Endorsements

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

Federal law (Regulation CC) requires all check endorsements to be in the first 1½ inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind the address of the financial institution and the account holder. You will be responsible for any costs incurred by the Credit Union due to delays in returning checks deposited into your account that don't comply with the endorsement standards.

Fees and Other Damages

Our charges for special handling of any of your accounts are described below. In some instances they result from your failure to carry out your side of the Agreement, such as not having enough money in your account to cover your checks. We are not giving up any right we may have under the law to recover any loss we sustain due to your failure to meet the terms of this Agreement or other Agreements you have with us. The prevailing party has the right to attorney's fees as awarded by the courts in any law suit brought because of a breach of the terms of this Agreement and disclosure. We also have the right to extra damages whenever the law provides for them such as the exemplary damages provided as a penalty for writing bad checks, and collection cost should credit union deem it necessary to turn your account over to a collection agent.

FEES AND CHARGES

NSF	\$25.00
Return Deposit Items	\$6.00
Stop Payment	\$25.00
Domestic Wire-Out	\$12.00
Foreign Wire-Out	\$40.00 minimum
Wire-In	No Charge
Collection Item	Varies
Account Research	\$10.00 per hour
Statement Copy	\$2.00
Bad Address	\$2.00
Counter Checks	\$1.00 per 4 checks
Credit Union Checks	\$2.00 (in excess of 3 per day)
Copy of Paid Check	\$1.00
Inactive Account Fee	\$10.00

BASIC CHECKING ACCOUNT

Minimum Balance	None
Per Check Charge	None
Monthly Service Charge	None
Minimum to Open	None
Charge for Check Orders	Varies

PREMIUM CHECKING ACCOUNT

Minimum to Open	None
Minimum Balance to Avoid Service Charge	\$500.00
Minimum Balance to Earn Dividend	None
Monthly Service Charge/Balance Below Minimum	\$5.00
Dividends Compounded and Paid	Monthly
Per Check Charge	None
Current Dividend Rate	_____ %
Annual Percentage Yield	_____ %
Charge for Check Orders	Varies

Check Hold Policy---Your Ability to Draw Funds

Our policy is to delay the availability of funds that you deposit in your account. During the delay you may not withdraw the funds and we will not use the funds to pay checks that you have written. This policy applies to funds deposited in the offices, by mail, and at ATMs as described below.

Determining the Availability of Deposits

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal holidays. If you make a deposit during business hours on a day that we are open other than Saturday, we will consider that day to be the day of your deposit. However, if you deposit on a day we are not open or on Saturdays or after business hours, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

Immediate (Same-Day) Availability

Funds from the following deposits are available on the day we receive your deposit:

- - U.S. Treasury checks.
- - Wire transfers, including pre-authorized credits, such as social security benefits and payroll payments.
- - Checks drawn on Auburn University Credit Union.
- - Cash.
- - State of Alabama and Local government checks.
- - Cashiers, certified, teller's and bank traveler's checks.
- - Federal Reserve bank checks, Federal Home Loan bank checks, and U.S. Postal money orders.

If the deposit is a check payable to you, it must be endorsed by you and hand-delivered to one of our employees.

Deposits at Automated Teller Machines (ATMs)

The first \$200 of funds deposited at an ATM is available on the same day we receive your deposit. All funds deposited at CU-24 ATMs are subject to verification.

For deposits at both proprietary ATMs and nonproprietary ATMs, check "holds" under this policy do not affect the time deposited funds begin to accrue dividends.

ATM deposits in excess of \$500 are held until verification of the deposit on the next business day. Subsequent to deposit verification, additional check holds may apply.

Other Check Deposits

In some cases, we will not make all the funds that you deposit by check or draft available to you on the same business day that we receive your deposit. Depending on the type of check or draft that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first (1st) business day after the day of your deposit. If we are not going to make all the funds from your deposit available on the same 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 notify you 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.

Longer Delays May Apply

In some cases, the Credit Union will not make all the funds that you deposit by check available at the times shown above. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$200 of your deposit, or the total of all business and personal checks which are \$200 or less, will be available on the day of your deposit.

If we are not going to make all funds from your deposit available at times shown above, 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 a Credit Union employee, or if we decide to take this action after you have left the premises, we will notify you on the next business day after we receive your deposit.

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

- - We believe a check you deposit will not be paid
- - You deposit checks totaling more than \$5,000 on any one day
- - You deposit a check that has been returned unpaid
- - You have overdrawn your account repeatedly in the last six months
- - There is an emergency, such as failure of communications or computer equipment
- - Your account is less than 30 days old, in which case checks will incur a 7 day hold.

We will notify you if we delay your ability to withdraw funds for any of the above stated reasons, and we will tell you when the funds will be available. Funds will generally be available no later than seven business days after the day of your deposit.

Binding Arbitration and Class Action Waiver

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 Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

Disputes Covered by Arbitration.

Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. Disputes also include claims or disputes relating to the enforceability, validity, scope 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 such disputes are referred to in this section as "Claims". An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

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.

Right to Reject this Resolution of Disputes by Arbitration provision.

You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of first receiving this notice or first receiving any copy of our Membership Agreement with an Arbitration Provision in it, whichever is sooner. To opt out, send us written notice that you reject the Resolution of Disputes by Arbitration provision, including your name as listed on your account and your account number to the following address: Auburn University Credit Union Post Office Box 1610 Auburn AL 36831-1610

Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

The Arbitration Proceeding.

The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association ("AAA") or JAMS. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

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 set-off 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.

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 Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.