

Important Account Information For Our Members

Privacy Disclosure

Membership and Account
Agreement

Funds Availability Policy
Disclosure

Electronic Fund Transfers
Agreement & Disclosure

Truth-in-Savings Disclosure



MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Legacy Community Federal Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time that collectively govern your membership, accounts and services.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

2. INDIVIDUAL ACCOUNTS - An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) payee, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

3. JOINT ACCOUNTS - A joint account is an account owned by two or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner 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 or authenticated request of any other owner(s) and authorizes each account owner to endorse checks and other items in each other's name for deposit or presentation to the Credit Union. Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

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

4. POD DESIGNATIONS - A Payable on Death (POD) account designation is an instruction by an account owner to us that an account so designated is payable to the owner or owner(s) during their lifetimes, and upon the death of the last account owner, is payable to any named and surviving POD payee designated on your Account Card. The account owner may revoke or change a POD payee designation at any time by written instruction to us. Accounts payable to more than one owner are owned jointly with rights of survivorship and, when the last account owner dies, are payable to all surviving POD payees. If two or more POD payees survive, they will

own the funds jointly in equal shares without rights of survivorship. Any POD payee designation shall not apply to joint accounts without rights of survivorship, and Individual Retirement Accounts (IRAs) which shall be governed by a separate beneficiary designation. We shall at no time have any obligation whatsoever to notify any payee of the existence of any account or the vesting of the payee's interest in any account, except as otherwise provided by law.

5. ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. UNIFORM TRANSFERS TO MINORS ACCOUNT - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals. The account will terminate and be distributed in accordance with applicable law.

7. AGENCY DESIGNATION ON AN ACCOUNT - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. 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. 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 check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a 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 this service.

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 loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All checks, drafts, automated clearinghouse (ACH) transfers or other items 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 and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer.

e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by completing a separate authorization document or process. You must notify us if you

wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

9. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if 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 information, even if you do not authorize a particular transaction.

b. Access Options. You may access your account(s) in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access or mobile application. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

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

10. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha rules. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance 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.

c. No Notice Required. We will not provide you with notice when funds transfers are 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.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. 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.

f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments 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. 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.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is 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 procedure you choose.

j. Duty to Report Unauthorized or Erroneous Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers 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 time frames described in the "Statements" section of this Agreement.

k. Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

l. Remittance Transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

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

12. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy. We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

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

14. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item. We may not pay items under

your overdraft privilege if you do not maintain your account in good standing by bringing your account to a positive balance within every thirty (30) days, if you default on any loan or other obligation to Legacy Community Federal Credit Union or if your account is subject to any legal or administrative order or levy. After 32 days of a negative balance the account may be subject to collection and/or closure.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

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

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

c. Understanding Your Account Balance. Your share draft account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.legacycreditunion.com, at an ATM, by visiting a credit union branch or by calling us at 205-930-5000 or 800-828-0103.

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

16. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action. Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14

calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. 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 Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

17. **CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. **CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

19. **REMOTELY CREATED CHECKS OR DRAFTS** - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through 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. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. **PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply or offset 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 or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

21. **LEGAL PROCESS** - If there is any dispute or legal action involving your account, such as a dispute over ownership of funds, or if a levy, garnishment, or attachment is brought against your

account, we may refuse to pay out any money from your account or turn the funds over to a court until the dispute is resolved, as permitted by law. If we incur any expenses or attorney fees in responding to a dispute or legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

22. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account, for example, to determine whether a check, draft or other item will clear if cashed; (3) such disclosure complies with the law or a government agency or court order; (4) you give us written permission; (5) or as otherwise permitted by applicable law.

23. NOTICES

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

b. Notice of Amendments. Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, 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. The rights and authority of the Credit Union under this Agreement shall not be changed or terminated by any account owner except by written notice to us, which shall not affect transactions made prior to receipt of the notice and the Credit Union's opportunity to act upon and approve such changes.

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 provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

25. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment. Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above

time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. Address. If we mail you a statement, 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.

26. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. 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 or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

27. SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card, Member Services Request, or other document which evidences a change to an account and accepted by us.

28. 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, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual or joint account by giving written notice and in a form acceptable to us. Each joint account owner agrees any account owner may revoke or terminate this Agreement and remove from ownership in the account any other account owner. Any removed joint account owner shall have no interest, rights or privileges in and to the account. Any revocation or termination of this Agreement shall not affect any prior statutory or consensual lien. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. 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.

30. DEATH OR INCOMPETENCE - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

32. 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.

33. ENFORCEMENT - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any

amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

34. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Alabama. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

35. NEGATIVE INFORMATION NOTICE - We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

36. MONITORING AND RECORDING 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.

37. Arbitration - Any controversy or claim arising out of or relating to this Agreement and/or loan account(s), except as prohibited by law, shall be settled by binding arbitration. You further agree that any such arbitration shall take place in Jefferson County, Alabama. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. No provision of this Agreement, nor the exercise of any right under this agreement, shall waive the arbitration requirement or limit the right of the Credit Union to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration; (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this agreement upon the breach of any term or condition herein; or, (5) to proceed with collection of the Account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. Any and all arbitration under this contract will take place on an individual basis; class arbitrations and class actions are not permitted. YOU FURTHER AGREE THAT YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

FUNDS AVAILABILITY POLICY DISCLOSURE

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

1. GENERAL POLICY — Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 p.m. 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 2:00 p.m. or on a day we are not open, we will consider that the 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 same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first 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 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 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.

3. 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 in this Disclosure for the type of check that you deposited.

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 these reasons: We believe a check you deposit will not be paid.

- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You redeposit 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 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 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 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 \$5,525.00 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 \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh (11th) business day after the day of your deposit.

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

7. **DEPOSITS AT SERVICE CENTERS** — Funds from deposits of cash, U.S. Treasury, state and local government checks, Federal Reserve and Federal Home Loan Bank checks, U.S. Postal Money Orders as well as certain computer-generated payroll checks in amounts of \$2,500.00 or less, will be available for withdrawal on the same business day as the date of your deposit. The first \$225.00 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a local check of \$700.00 on a Monday, \$225.00 of the deposit will be available by Tuesday. The remaining \$475.00 will be available by Wednesday.

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

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Legacy Community Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B— Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. **EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. **Visa Debit Card.** If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For ATM and one-time debit card transactions, you must consent to

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

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Pulse and Cirrus® networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa and Cirrus® networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Withdraw funds from your share, share draft, and loan accounts.
- Transfer funds from your share, share draft, and loan accounts.
- Obtain balance information for your share, share draft, and loan accounts.
- Make loan payments from your share and share draft accounts.
- Access your Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- There is no limit on the number of Visa Debit Card purchases you make per day.
- Purchase amounts are limited to the amount in your account. - You may purchase up to a maximum of \$5,000.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$5,000.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other 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.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

b. Flash Talk. If we approve Flash Talk for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Flash Talk to:

- Withdraw funds from your share, share draft, and club accounts.
- Transfer funds from your share, share draft, money market, and club accounts.
- Obtain balance information for your share, share draft, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your share, share draft, money market, and club accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest

paid on loan accounts.

- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Flash Talk via a touch-tone telephone only. Flash Talk service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. The following limitations on Flash Talk transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. 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.

c. Preauthorized EFTs.

- Direct Deposit. Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to any of your transaction accounts.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on 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 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- 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 losses or damages.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund 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.

e. Home Banking. If Home Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Home Banking to:

- Withdraw funds from your share, share draft, loan, money market, and club accounts.
- Transfer funds from your share, share draft, loan, money market, and club accounts.
- Obtain balance information for your share, share draft, loan, IRA, money market, club, and certificate accounts. - Make loan payments from your share, share draft, money market, and club accounts. - Access your Line of Credit accounts.
- Determine if a particular item has cleared. - Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under Home Banking via personal computer. Home Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. 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. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Home Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

f. Legacy Mobile. If Legacy Mobile is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Legacy Mobile to:

- Transfer funds from your share, share draft, loan, and Line of Credit accounts.
- Obtain balance information for your share, share draft, loan, and Line of Credit accounts.
- Make loan payments from your share, share draft, and Line of Credit accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make deposits using Remote Deposit Capture, see separate Terms and Conditions for more details.

Your accounts can be accessed under Legacy Mobile via mobile device or other approved access device(s). Legacy Mobile will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Legacy Mobile transactions may apply:

- There is a limit of \$1,000.00 by text per day.
- There is a limit of \$5,000.00 by Mobile Web per day.
- See Section 2 for transfer limitations that may apply to these transactions.

g. I Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff 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 schedule 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.

The following limitations on I Pay transactions may apply:

- There is no limit on the number of bill payments per day.

2. TRANSFER LIMITATIONS — None.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time 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. Visa. 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 transaction date, which rate may vary from the rate Visa itself receives or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access 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 joint owner 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.

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

4. FEES AND CHARGES — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, 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 fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

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

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

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

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(205) 930-5000

or write to:

Legacy Community Federal Credit Union
1400 South 20th Street
Birmingham, AL 35205
Fax: (205) 918-1459

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

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, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

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

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least

once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (205) 930-5000 or (800) 828-0103. 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);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan. - If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

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

needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(205) 930-5000

or write to:

Legacy Community Federal Credit Union
1400 South 20th Street
Birmingham, AL 35205
Fax: (205) 918-1459

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

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

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

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

12. 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 must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement 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 for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Alabama, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

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

FACTS

WHAT DOES LEGACY COMMUNITY FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- credit history and credit scores
- income and payment history

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

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Legacy Community Federal Credit Union chooses to share; and whether you can limit this sharing.

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

Questions?

Call (205) 930-5000 or go to www.legacycreditunion.com

What we do

How does Legacy Community Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Legacy Community Federal Credit Union collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none">■ open an account or deposit money■ pay your bills or use your credit or debit card■ apply for financing We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none">■ sharing for affiliates' everyday business purposes – information about your creditworthiness■ affiliates from using your information to market to you■ sharing for nonaffiliates to market to you State law and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Legacy Community Federal Credit Union has no affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Legacy Community Federal Credit Union does not share with our nonaffiliates so they can market to you.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include advertising/marketing agencies, loan recapture programs, financial advisors and insurance companies.*

Other important information

TRUTH-IN-SAVINGS DISCLOSURE

MATURITY DATE:

EFFECTIVE DATE: 05/14/2024

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

RATE SCHEDULE

	Dividend Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
<input type="checkbox"/> Term Share Certificate									
91 Day	.50% / .50%								
5 Month	4.43% / 4.50%								
6 Month	4.43% / 4.50%								
9 Month	4.43% / 4.50%								
12 Month	4.43% / 4.50%								
13 Month	4.43% / 4.50%								
15 Month	2.38% / 2.40%	Fixed Rate	\$500.00	Quarterly	Quarterly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	<input type="checkbox"/> Automatic <input type="checkbox"/> Not Automatic
18 Month	2.38% / 2.40%								
24 Month	2.48% / 2.50%								
25 Month	2.48% / 2.50%								
30 Month	2.58% / 2.60%								
36 Month	2.67% / 2.70%								
48 Month	2.77% / 2.80%								
60 Month	2.87% / 2.90%								
	/								

ACCOUNT DISCLOSURES

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

1. **RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

2. **DIVIDEND PERIOD** — For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.

3. **DIVIDEND COMPOUNDING AND CREDITING** — The compounding and crediting frequency of dividends are stated in the Rate Schedule. At your option, you may choose to have dividends credited to your certificate account, paid to you by check or transferred to another account of yours. If you elect to have dividends paid to you by check or transferred to another account, compounding will not apply.

4. **BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For accounts using the average daily balance method as stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

5. **ACCRUAL OF DIVIDENDS** — For Term Share Certificate accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Term Share Certificate accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid.

6. **TRANSACTION LIMITATIONS** — For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below.

7. **MATURITY** — Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

8. **EARLY WITHDRAWAL PENALTY** — We may impose a penalty if you withdraw funds from your account before the maturity date.

a. **Amount of Penalty.** For Term Share Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of 12 months or less

- All dividends earned on the amount withdrawn (or seven days dividends on the amount withdrawn if earned dividends are less than seven days dividends), or
- 30 days' dividends on the amount withdrawn

Terms of longer than 12 months but less than 48 months

- All dividends earned on the amount withdrawn (or seven days dividends on the amount withdrawn if earned dividends are less than seven days dividends), or
- 90 days' dividends on the amount withdrawn

Terms of 48 months or longer

- All dividends earned on the amount withdrawn (or seven days dividends on the amount withdrawn if earned dividends are less than seven days dividends), or
- 180 days' dividends on the amount withdrawn

b. **How the Penalty Works.** The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

c. **Exceptions to Early Withdrawal Penalties.** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

- (i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.

9. **RENEWAL POLICY** — The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of ten (10)

days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty. For accounts that do not automatically renew for another term, the account balance will be transferred to another account of yours upon maturity. You will not be paid dividends on the account after the maturity date. Dividends will be paid until the account is closed or transferred to another account of yours.

10. NONTRANSFERABLE/NONNEGOTIABLE — Your account is nontransferable and nonnegotiable.

11. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share \$5.00

Number of Shares Required 1

TRUTH-IN-SAVINGS DISCLOSURE

EFFECTIVE DATE: 05/14/2024

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.										
ACCOUNT TYPE	RATE SCHEDULE					BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends		
Share Account	\$100.00 to \$2,499.99 .10 / .10	Monthly	Monthly	Monthly (Calendar)	\$5.00	\$5.00	\$100.00	Average Daily Balance	—	
	\$2,500.00 to \$39,999.99 .35 / .35									
	\$40,000.00 to \$99,999.99 .45 / .45									
	\$100,000.00 or greater .50 / .50									
Christmas Club	.10 / .10	Monthly	Monthly	Monthly (Calendar)	—	—	—	Average Daily Balance	Account withdrawal limitations apply.	
Regular Club	.10 / .10	Monthly	Monthly	Monthly (Calendar)	—	—	—	Average Daily Balance	—	
Incentive Savings Club	\$0.00 to \$1,000.00 4.99 / 5.00	Monthly	Monthly	Monthly (Calendar)	—	—	—	Average Daily Balance	—	
	\$1,000.01 or greater .25 / .25									
	\$100.00 to \$2,499.99 .10 / .10									
	\$2,500.00 to \$39,999.99 .35 / .35									
IRA Club	\$40,000.00 to \$99,999.99 .45 / .45	Monthly	Monthly	Monthly (Calendar)	—	—	\$100.00	Average Daily Balance	—	
	\$100,000.00 or greater .50 / .50									

TRUTH-IN-SAVINGS DISCLOSURE

Legacy Preferred Money Market	\$0.00 to \$9,999.99 .05 / .05	Monthly	Monthly	Monthly (Calendar)	\$10,000.00	\$10,000.00	—	Average Daily Balance	—
	\$10,000.00 to \$24,999.99 .45 / .45	Monthly	Monthly	Monthly (Calendar)	\$10,000.00	\$10,000.00	—	Average Daily Balance	—
	\$25,000.00 to \$49,999.99 .99 / 1.00	Monthly	Monthly	Monthly (Calendar)	\$10,000.00	\$10,000.00	—	Average Daily Balance	—
	\$50,000.00 to \$99,999.99 .99 / 1.00	Monthly	Monthly	Monthly (Calendar)	\$10,000.00	\$10,000.00	—	Average Daily Balance	—
	\$100,000.00 to \$249,999.99 2.48 / 2.50	Monthly	Monthly	Monthly (Calendar)	\$10,000.00	\$10,000.00	—	Average Daily Balance	—
	\$250,000.00 or greater 2.48 / 2.50	Monthly	Monthly	Monthly (Calendar)	\$50.00	\$50.00	—	Average Daily Balance	—
Everyday Checking (Share Draft)	—	—	—	—	—	—	—	—	—
Engage Checking (Share Draft)	\$15,000.00 or below 1.98 / 2.00	Monthly	Monthly	Monthly (Calendar)	\$50.00	\$50.00	—	Average Daily Balance	—
Qualifications Met (See section 2)	\$15,000.01 or greater .00 / .00	Monthly	Monthly	Monthly (Calendar)	\$50.00	\$50.00	—	Average Daily Balance	—
Qualifications Not Met (See section 2)	.00 / .00	—	—	—	—	—	—	—	—
Business Checking (Share Draft)	—	—	—	—	\$50.00	\$50.00	—	Average Daily Balance	—

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts. All accounts available to qualified members only, subject to verification and approval

1. **RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Share Account, Christmas Club, Regular Club, Incentive Savings Club, IRA Club, Legacy Preferred Money Market, and Engage Checking (Share Draft) accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. Share Account, Incentive Savings Club, IRA Club, and Legacy Preferred Money Market accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For Share Account, IRA Club, and Legacy Preferred Money Market, are tiered accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account. For Incentive Savings Club tiered accounts, each dividend rate will apply only to that portion of the account balance within each balance range. Please Refer to section 2 for Engage Checking (Share Draft) accounts.

2. **ENGAGE CHECKING (SHARE DRAFT)** Engage Checking (Share Draft) account is a tiered rate account. If your average daily balance is \$15,000.00 or below and you meet all of the minimum qualification requirements during the qualification cycle, the first dividend rate and annual percentage yield listed for this account in the Rate Schedule will apply. To meet the minimum qualification requirements, you must: a) make 20 debit card transactions posted and cleared. Qualifying debit card transactions include purchases made using PIN, signature, online, phone or mobile wallet; b) complete one (1) direct deposit or automatic deposit of \$500.00 or more per month via ACH; and c) log-on to Home Banking through www.legacycreditunion.com or the Mobile App once per qualification cycle. If you meet the qualification requirements, we will refund your ATM fees up to \$6.00 per qualification cycle. All transaction must post and clear during the monthly qualification cycle in order to qualify for the accounts reward. For any amount exceeding \$15,000.00 and you meet all of the minimum qualification requirements, the second dividend rate and annual percentage yield listed for this account will apply. Each rate will apply only to that portion of the account balance within each balance range. If you fail to meet any of the minimum qualification requirements during a qualification cycle, the third dividend rate and annual percentage yield listed for this account will apply to the entire balance in the account, a fee will be imposed as disclosed in the Schedule of Fees and Charges, and your ATM fees will NOT be refunded. Qualification cycle is the first day of the month through the last day of the month.

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

4. **DIVIDEND COMPOUNDING AND CREDITING** — The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

5. **ACCRUAL OF DIVIDENDS** — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Share Account, Christmas Club, Regular Club, IRA Club, Legacy Preferred Money Market, and Engage Checking (Share Draft) accounts, if you close your account before accrued dividends are credited, you will not receive the accrued dividends. However, for Christmas Club accounts, any accrued dividends will be paid if you close the account within seven (7) days of the date you open it.

6. **BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Share Account, and Legacy Preferred Money Market accounts, there is a minimum average daily balance required to avoid a service fee for the dividend period. If the minimum average daily balance requirement is not met, you will be charged a service fee as stated in the Schedule of Fees and Charges. For Share Account, IRA Club, and Legacy Preferred Money Market accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend period. If the minimum average daily balance requirement is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For accounts using the average daily balance method as stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

7. **ACCOUNT LIMITATIONS** — For Christmas Club accounts, the entire balance will be transferred to another account of yours on or after November 1 and the account will remain open. You may make withdrawals from your account at any time; however a penalty will be

incurred as disclosed in the Schedule of Fees and Charges. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. For Incentive Savings Club accounts, deposits can only be made through the Incentive Savings Club program described below. For Engage Checking (Share Draft) accounts, there is a limit of one (1) account per deposit account and two (2) accounts per household. For Share, Regular Club, IRA Club, Incentive Savings Club, Legacy Preferred Money Market, Everyday Checking (Share Draft), and Business Checking (Share Draft) accounts, no account limitations apply.

8. INCENTIVE SAVINGS CLUB —

a. When you enroll in the Incentive Savings Club program, the Credit Union will round up the amount of any debit card purchases associated with your checking account to the next whole dollar amount and transfer the amount in excess of the purchase amount from your checking account to your Incentive Savings Club account.

b. The Credit Union will aggregate the rounded up amounts from purchases that post to your checking account each business day and make a single transfer the next business day. If on a business day you do not have the full amount to round up, we will transfer the partial amount in your Incentive Savings Club. If on a business day you do not have sufficient available funds in your checking account, or if any transaction has overdrawn your checking account, the Credit Union will not round up purchases posted on that business day and will cancel the daily round-up transfer for that day.

c. If your debit card purchase is subsequently cancelled or reversed, such as a returned purchase, the corresponding daily round-up transfer will remain in your Incentive Savings Club account. Credit transactions or adjustment transactions will not be rounded-up.

d. The Credit Union reserves the right to cancel or modify the Incentive Savings Club program at any time.

9. FEES FOR OVERDRAWING ACCOUNTS — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

10. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share \$5.00

Number of Shares Required 1

11. RATES — The rates provided in or with the Rate Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

12. FEES — See separate Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).

Main Office:

1400 South 20th Street
Birmingham, AL 35205

Alabaster:

810 Colonial Promenade Parkway
Alabaster, AL 35007

Chace Lake:

1880 Chace Drive
Hoover, AL 35244

Homewood:

47 Oxmoor Road
Birmingham, AL 35209

Huffman:

9825 Parkway East
Birmingham, AL 35215

Meadowbrook Office:

200 Corporate Ridge
Birmingham, Al 35242

Princeton Medical Center:

Professional Office Building #3

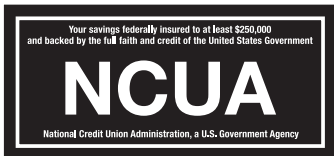
Trussville:

6001 Service Road
Birmingham, AL 35235

UAB:

1920 4th Avenue South
Birmingham, AL 35233

205-930-5000



ONLINE SERVICES AGREEMENT

This Online Services Agreement (this "Agreement") states the terms and conditions for the Online Banking (Legacy Connect/Flashtalk), Legacy Mobile Banking, Bill Pay (iPay), and Remote Deposit Capture services (collectively, "Online Services") offered by Legacy Community Federal Credit Union ("Credit Union"). As used in this Agreement, "you" or "your" refers to each person(s) subscribing to, using or accessing any Online Service; "we", "us" or "our" refers to the Credit Union or any agents, independent contractor, designee, or assignee the Credit Union may, in its sole discretion, involve in the provision of Online Services.

Effectiveness of Agreement

When you use, or you permit any other person(s) to use any of these Online Services, you agree to the terms and conditions of this Agreement. These terms and conditions are in addition to those that apply to any accounts you have with the Credit Union. This Agreement is an addendum to the existing Master Account Agreement that you received when opening your account, as amended from time to time.

Third Party Providers and Agreements

The Credit Union may provide Online Services through one or more third parties with whom the Credit Union has contractual or other relationships. The Online Services are subject, in all respects, to the terms and conditions of the contracts with third parties.

In using the Online Services, you will be accessing internet sites that are maintained and controlled by third parties. Although the Credit Union believes that the third parties and the sites maintained by those third parties are reliable and secure, the Credit Union cannot provide any assurance as to the reliability and security of the third parties or the sites.

Exclusion of Warranties

The warranties, if any, stated in this Agreement are limited warranties and are the only warranties made by the Credit Union. WE DO NOT MAKE, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY BY LEGACY COMMUNITY FEDERAL CREDIT UNION OF ANY KIND SHALL BE IMPLIED. The stated limited warranties are in lieu of all liabilities or obligations arising out of or in connection with the delivery, use, or performance of the Online Services.

Limitation of Liability

Our sole obligation to you arising out of (i) the non-availability of any Online Service, or (ii) an interruption or delay in providing any Online Service shall be to use commercially reasonable efforts to resume the Online Service or to notify you of the termination of the Online Service. ANY LIABILITY OF LEGACY COMMUNITY FEDERAL CREDIT UNION

ARISING FROM USE OF ANY ONLINE SERVICE DESCRIBED HEREIN IS LIMITED TO THE FEE YOU PAID LEGACY COMMUNITY FEDERAL CREDIT UNION FOR THE TRANSACTION THAT GAVE RISE TO THE ALLEGED LIABILITY. YOU AGREE THAT THIS DAMAGE LIMITATION IS COMMERCIALY REASONABLE IN LIGHT OF THE VALUE OF THE SERVICE. ACCESSING HYPERLINKS TO OTHER INTERNET RESOURCES ARE AT YOUR OWN RISK. LINKS PROVIDED BY THOSE SITES ARE NOT INVESTIGATED, MONITORED OR ENDORSED BY LEGACY COMMUNITY FEDERAL CREDIT UNION. The foregoing, the Electronic Fund Transfers Disclosure Statement (for consumer accounts only), and the Master Account Agreement provided to you upon opening your account shall constitute our entire liability and your exclusive remedy. In no event shall we (or any of our agents, directors, employees or affiliates) be liable for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages, including lost profits (even if advised of the possibility of such loss or damage) arising in any way out of the Online Services.

Access to Online Services

You must have a personal or business membership/savings account at the Credit Union and access to the Internet to use Online Services. To use any Online Service and perform a transaction, you must first enter your Online Banking ID and PIN/Password as directed by the Online Banking screen message.

Equipment

You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for performing Online Services and any fees related thereto. The Credit Union will not be responsible for any errors or failures from the malfunction or failure of your hardware, software or any Internet access services. This includes upgrading your browser to maintain the level of encryption required to operate any Online Service, as that level may change from time to time. We are not responsible for any computer virus or related problems that may be associated with the use of an on-line system. We recommend that you routinely scan your computer using a reliable virus detection product to remove any viruses found.

Business Days/Hours of Operation

The Credit Union's business days are Monday through Friday, except Federal Reserve holidays. Online Banking and Online Services are available 24 hours a day, 7 days a week except during maintenance periods or circumstances beyond our reasonable control. All Online Banking and Online Services transactions initiated after 7:00 p.m. CST will be posted to the appropriate account on the next Business Day.

Fees

The Credit Union will not charge you a fee for using Online Services. The Credit Union may amend or change this Agreement (including applicable fees and service charges) by sending you written notice by electronic mail or by regular mail sent to your address as it appears on your account records. We may assess a fee for any bill payment

request drawn against insufficient funds in your Payment Account. You will reimburse us for any fees imposed on the Credit Union as a result of the return and you will reimburse us for any fees we incur in attempting to collect the amount of the return from you.

Limitation of Access/Security

The Credit Union may terminate Online Services in whole or in part at any time without prior notice. The Credit Union reserves the right to limit or suspend your access to any Online Service at any time. In order to maintain secure communications and reduce fraud, you agree to protect the security of your Online Banking ID and PIN/Password. We reserve the right to block access to Online Services to maintain or restore security to our Site and systems, if we reasonably believe your access codes have been or may be compromised or are being used or may be used by an unauthorized person(s).

Online ID & PIN/Security Procedure

Use of your Online Banking ID and PIN/Password is the agreed security procedure to access Online Banking and Online Services. In order to prevent unauthorized access to your accounts and to prevent unauthorized use of Online Banking or Online Services, you agree, by using Online Banking and/or any Online Service, to keep confidential, and to not give or make available your IDs and PINs to any person not authorized to access your accounts. The loss, theft or unauthorized use of your IDs and PINs could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection and/or courtesy pay. If you disclose your IDs and/or PINs to any person(s) or entity, you assume all risks and losses associated with such disclosure. You are responsible for all transfers and payments you authorize using Online Banking. If you permit any other person(s) or entity to use Online Banking and/or any Online Service or to access or use your IDs and/or PINs, you are responsible for any transactions and activities they authorize from your accounts. You agree to immediately notify us of any unauthorized use of your IDs and/or PINs or of any other breach of security, or if you believe someone may attempt to use Online Banking or any Online Service without your consent or has transferred money without your permission. You can contact us by calling (205) 930-5000 during our normal business hours.

Online Banking Services

You may perform the following transactions using Online Banking:

- Balance Inquiries. You may use Online Banking to check the current balance, view account transaction history and other account information on all your deposit accounts and loan accounts.
- Withdrawal Transaction. You may use Online Banking to perform funds transfers from your Credit Union checking or savings accounts to other Credit Union checking, savings or loan accounts. The dollar amount is limited only by your account balance. Funds transfers from Online Banking are considered preauthorized withdrawals and/or transfers from savings and are limited under

Regulation D. Please see your Master Account Agreement for transfer limitations.

Withdrawals from your Credit Union checking account may cause advances from the unused portion of your Overdraft Protection/Courtesy Pay. This may result in fees being incurred.

- **Statement Inquiries.** You may use Online Banking to view and print out copies of your statements.
- **Download to financial software.** You may use Online Banking to receive and download (to Intuit Quicken, Microsoft Money, etc.) balance and transaction information for Credit Union accounts
- **Member Service.** You may communicate with the Credit Union by using a personal computer to send and receive written messages electronically. E-mail through Online Banking is a secure communication method. Depending on the time the e-mail is sent will determine the response time. If you need to contact us immediately, you should call us at (205) 930-5000.

Mobile Banking Services

Mobile Banking is offered as a convenience and supplemental service to our Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your Accounts and Services with us. Mobile Banking allows you to access your Credit Union Account information, make payments to payees, transfer funds and conduct other banking transactions we may authorize. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your supportable mobile device, including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic, which is also capable of receiving text messages ("Device"). Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Mobile Banking Service may not be supportable for all Devices. The Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Mobile Banking Service at any time. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option. We make no representation that any content or use of the Mobile Banking Service is available for use in locations outside of the United States. Accessing the Mobile Banking Service from

locations outside of the United States is at your own risk.

You may use the Mobile Banking Service to transfer funds between your eligible Credit Union Accounts. You may not transfer to or from an account at another financial institution using the Mobile Banking Service. Funds transfers from Online Banking are considered preauthorized withdrawals and/or transfers from savings and are limited under Regulation D. Please see your Master Account Agreement for transfer limitations.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate internal transfer via the Mobile Banking Service. Transfer transaction requests received after 7:00 p.m. Central Standard Time (CST) on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the next Business Day.

You must have sufficient funds available in the selected Account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access the Mobile Banking Service.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions using when using the Mobile Banking Service. You agree not to leave your Device unattended while logged into the Mobile Banking Service and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access the Mobile Banking Service, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

Bill Pay Service

As used in this Agreement, the term "Payee" means the person or entity to whom you wish a bill payment to be directed; "Payment Instruction" means the information provided by you to us for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date); "Payment Account" means your checking account from which a bill payment will be made; "Business Day" means Monday through Friday, excluding Federal Reserve

holidays; "Scheduled Payment Date" means the Business Day of your choice upon which your bill payment will begin processing (a Scheduled Payment Date of a non-Business Day will be considered to be the previous Business Day); and "Cutoff Time" means 7:00 PM Central Standard Time (CST) on any Business Day and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day.

To gain access to Bill Pay, you must sign on to Online Banking by entering your Online Banking ID and PIN/Password on the Credit union's web page. Select an option under "Bill Pay" from the Online Banking menu. To use Bill Pay, you must provide information online to us to identify your Payees. You can search the extensive database for existing Payees or set up a new Payee. You must provide sufficient information about a Payee to permit us to properly direct a payment and permit the Payee upon receipt of a payment to identify you as the payment source. You do this by filling in all required fields with accurate information, as directed by Bill Pay screen messages. By providing us with the names and account information of those Payees to whom you wish to direct payment, you authorize us to follow the Payment Instructions that we receive through the payment system. When we receive a payment instruction, you authorize us to debit your Payment Account and remit funds to the Payee on your behalf.

You will be able to set up the following types of bill payments:

- Single Payment: You may schedule a payment to be made one time to a Payee. The payment may be scheduled on a future date or on the same day that you enter the Payment Instruction provided you enter the Payment Instruction by the Cutoff Time.
- Recurring Payment: You may schedule payments to Payees to be automatically initiated in a fixed amount on the same scheduled payment frequency. You may make payments weekly, bi-weekly, semi-monthly, monthly, quarterly, semiannually or annually. If the Scheduled Payment Date does not exist in a certain month, then the payment will be initiated on the last Business Day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on or before the 28th day of February.

You will be provided a confirmation number for each payment you schedule using Bill Pay. This number is available on the Personal Payment Schedule prior to the scheduled Payment Date and on the Payment History screen under the Bill Payment menu if you need to refer to it in the future. The confirmation number will help us resolve any questions you may have concerning your transactions. You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Payee on the same date for the same amount as a previously schedule payment. A duplicated payment is different from a Recurring Payment. A Recurring Payment is scheduled for the same amount to the same Payee on a recurring schedule. The amount of any Single Payment or Recurring Payment shall not exceed \$9,999.99. In addition, Single Payment to a Payee must be "In Process" (hereinafter defined) before an additional Single Payment can be scheduled to the same Payee. P2P limits are \$2,500.00.

While it is anticipated that most transactions will be processed and completed on the next Business Day after your Scheduled Payment Date, and arrive approximately 3-5 Business Days after your selected schedule Payment Date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your account. For this reason, it is necessary that all Scheduled Payment Dates selected by you be no less than five (5) Business Days before the bill's actual due date if paid by check and three (3) Business Days before the bill's actual due date if paid by electronic funds transfer, not the late date and/or a date in the grace period. Payment instructions entered after the Cutoff Time or on non-Business Days will be considered entered in Bill Pay on the next Business Day. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of Business Days between the Recurring Payment date the bill's actual due date. If you properly follow the procedures described herein, and we fail to send a payment according to the Payment Instructions received, we will bear responsibility for late charges (up to a maximum of \$50.00 per scheduled payment per business Payee.) In any other event, including, but not limited to, choosing a Scheduled Payment Date less than five (5) Business Days before the bill's actual due date if paid by check and three (3) Business Days before the bill's actual due date if paid by electronic funds transfer, the risk of incurring and the responsibility for paying all late charges or penalties shall be borne by you.

We will use our best efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you through Bill Pay because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the amount of any account's balances or line's of credit through Overdraft Protection and/or through "Courtesy Pay" for overdraft protection;
- Online Banking and/or Bill Pay is not working properly and you know or have been advised by us about the problem before you execute the transaction;
- The Payee mishandles or delays a payment sent by us;
- You have not provided us with the correct name, phone number or account information for the Payee, or you have not provided us with accurate personal information either during enrollment or on your Bill Pay (Bill Payment) Application, or you have otherwise provided incomplete Payment instructions; or,
- Circumstances beyond our control (such as, not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transactions and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds

from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Payee any previously misdirected transactions.

Your ability to initiate transactions and bill payments through the Bill Pay service is subject to the limitations in the Credit Union's EFT Disclosure and the Credit Union's Master Account Agreement, copies of which were provided to you upon opening your account, and the following limitations:

- You may not make a payment of alimony, child support, taxes or other court-directed or governmental payments, fines or penalties or a payment to settle a securities transaction through the Bill Pay service.
- You may not initiate a payment to a Payee that does not have a U.S. payment address or that has not agreed to accept payments through the Bill Pay service.
- You may not make a payment other than in U.S. dollars.

The Credit Union, from time to time in its sole discretion, may exclude additional transactions from the Bill Pay service. Bill payments are not made until good and available funding for such payments is available to or through the Credit Union.

A bill payment is a "Scheduled Payment" starting from the time you enter Payment Instructions until the payment is "Processed". A bill payment is "Processed" starting at the Cutoff Time on the Scheduled Payment Date. You may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions within Online Banking and Bill Pay. There is no charge for canceling or editing a Scheduled Payment. A canceled payment will not appear on your Payment history.

Once your scheduled bill payment is "Processed", we will relay your payment information to a third party vendor, who in turn will remit payment to your Payee by one of the following means, at the vendor's sole discretion: (1) by electronic funds transfer; (2) by mailing your Payee a check drawn on an account the vendor maintains for this purpose. The timing when your scheduled bill payment is debited from your Payment Account is approximately 48 hours after the Scheduled Payment Date.

All of your payments made through Bill Payment will appear on your monthly account statement(s). You can also view payment activity on the Online Banking and Bill Pay Activity screen.

You may cancel your use of Bill Pay at any time by sending an electronic message or request (see the e-mail section) or by calling the Credit Union at (205) 930-5000. If you notify us by telephone, we may request that you put your request in writing. We cannot cancel Bill Pay until all Pending Payments have cleared your Payment Account. If you have Pending Payments and do not want to wait for them to clear, you may individually delete these future payments. You will not receive a refund of any service fee if you cancel. The Credit Union may cancel or suspend Bill Pay in whole or in part, at any time without prior notice. Cancellation or suspension shall not affect your liability or

obligations under this Agreement.

In using Bill Pay, you are requesting that we make payments for you from your Payment Account. If we are unable to complete the transactions for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive an overdraft notice from the Credit union. In such case, you agree that:

- You will reimburse us immediately upon demand for the transaction amount that has been returned to us;
- You will reimburse us for any fees imposed by the Credit union as a result of the return;
- You will reimburse us for any fees we incur in attempting to collect the amount of the return from you; and,
- We are hereby authorized to report the facts concerning the return to a credit reporting agency.

You agree to promptly notify the credit union of any address change, electronic mail address change, and/or any change to your telephone number.

We reserve the right to refuse to pay any Payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required, however, if you attempt to make a prohibited payment under this Agreement.

Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in Bill Pay, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Payee to resolve payment-posting problems.

You are responsible for any outstanding Bill Pay payments if you choose to close your bill payment account. You are to inform the Credit Union of any outstanding payments at the time you close your bill payment account.

Remote Deposit Capture Services Disclosure and Agreement

WARNING: YOU SHOULD NOT USE THIS SERVICE WHILE OPERATING A MOTOR VEHICLE.

This Remote Deposit Capture Services Disclosure and Agreement ("Agreement") governs the use of Remote Deposit Capture Services ("RDC", "RDC Services" or "Services") offered by Legacy Community Federal Credit Union ("Credit Union", "we", "us", "our") to accountholders ("you", "your" or "user"). By clicking "I Agree" when you register for our RDC Services and/or by using the RDC Services, you agree to the terms and conditions of this Agreement.

Description of the RDC Services

The RDC Services allow you to make deposits to certain of your accounts with us that we approve ("Account") by electronically transmitting a digital image of checks to us for deposit. In order to use the Service, you must be enrolled in our Online Banking service and our Mobile Banking application must be installed on your wireless device. You acknowledge and agree that no transaction made through or using the Service is an "electronic fund transfer" as defined by the federal Electronic Fund Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau.

Ineligible Accounts

We may from time to time limit or prohibit the use of the Service for deposits to certain account types, at our sole discretion. Currently, we do not permit the Service to be used for deposits to the following Accounts: Individual Retirement Accounts (IRAs), Health Savings Accounts (HSAs), and Share Certificate Accounts. Further, you are not permitted to use the Service to make payments on any outstanding loan with us.

Eligible Accounts

You agree that you will use the Service only to scan and transmit images of "checks", as that term is defined in Regulation CC of the Board of Governors of the Federal Reserve System, for a deposit to your Account. Any reference herein to "check" shall refer to each and every check or item that is transmitted to us by you using the Service, both individually and collectively. You agree that the image of any check that is transmitted via the Service shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Alabama. You further agree that you will not use the Service to scan or transmit any check or item that: (a) is payable to any person or entity other than you (a "third party check"); (b) is drawn or otherwise issued by you on any account you own or have an interest in, or on which you are an authorized signer; (c) is prohibited by our then current procedures pertaining to the Service or is in violation of any law, rule or regulation; (d) bears any alteration or that you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn; (e) is either a "substitute check" (as defined in Regulation CC or other applicable federal law or regulation) or an "image replacement document" that purports to be a substitute check; (f) is drawn on a financial institution that is located outside of the United States; (g) is a "remotely created check" as that term is defined in Regulation CC; (h) is not payable in United States currency; (i) is dated more than six (6) months prior to the date of scanning and transmission or is "post dated"; (j) is payable jointly, unless the check is being deposited to an Account in the name of all payees on the check; (k) is payable on sight or is a payable through draft, as defined in Regulation CC; (l) has any endorsement on the back other than the endorsement specified in this Agreement; (m) has previously been submitted through the Service or through any remote deposit capture service offered by any other financial institution; (n) is drawn or otherwise issued by the U. S. Treasury; (o) is not acceptable to us for deposit into your Account as provided in the deposit agreement that governs your Account; or (p) is cash, a

money order, cashier's check, or traveler's check (any of the foregoing being herein referred to as a "Prohibited Check").

Image Quality

The image of any check transmitted to us through the Service must, in our sole and absolute judgment, be legible and contain images of the front and back of the check. The image quality of the check must meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association. These requirements include, but are not limited to, ensuring the following information can be clearly read and understood by sight review of the check image: (a) the amount of the check (both written and numeric); (b) the payee; (c) the signature of the drawer (maker); (d) the date the check was written; (e) the check number; (f) pre-printed information that identifies the drawer and the financial institution on which the check is drawn, including the MICR encoded account number and financial institution routing/transit number; (g) all other information placed on the check prior to the time an image of the check is captured, such as any endorsements applied to the back of the check.

Endorsements

You agree to restrictively endorse any check transmitted through the Service by supplying the following verbiage: "For Deposit Only, Legacy Community FCU Account # _____", followed by your Credit Union account number, and your legally-binding signature to endorse the check. For example, a proper endorsement would appear as follows:

For Remote Deposit Only

Legacy community FCU Account #123456

s/ John A. Doe

You further agree that we may handle and process any check image you transmit to us through the Service in accordance with the terms of this Agreement notwithstanding any restrictive, qualified, or conditional endorsement you may apply to the check without our approval or direction.

Security Procedures

You agree to follow any and all procedures, instructions, and guides for use of the Service as we may require from time to time and to download each software update as it is made available by us to you. We may require you to use a user identification code, a personal identification number, and/or passwords and other security procedures (collectively, "Service Access Procedures") to access the Service. You agree at all times to comply with the Service Access Procedures, to safeguard the confidentiality of the Service Access Procedures, and to notify us immediately if you have any reason to

believe the security or confidentiality of the Service Access Procedures has been compromised or breached.

Receipt of Images

We have no obligation to accept any check or image you transmit to us through the Service, and we may reject any check or image that you transmit in our sole and absolute discretion without liability to you. You agree that we are not responsible or liable to you for images that are dropped during transmission, that we do not receive, or that are intercepted or altered by, or misdirected to, any unauthorized third party. You assume the risk that any check image or information from a check image may be intercepted or misdirected during transmission. An image shall be deemed received by us when you receive an electronic confirmation from us that we have received the image. Such confirmation only confirms the receipt of the image and does not confirm that the transmission was complete or error free, or that the amount of the check will be finally collected from the drawee institutions and/or credited to your Account. If, after we confirm the receipt of a check image, we determine that the check is a Prohibited Check, you agree that we may charge the amount of the check back to your Account. You agree that we will not be liable to you for any loss, costs, or fees as a result of the exercise of our chargeback rights.

Funds Availability

You agree that check images transmitted using the Service and the funds represented by the checks are not subject to the funds availability requirements of Regulation CC. Except as otherwise provided in this Agreement, and subject to the requirements of applicable law or regulation, funds from any check transmitted through the Service will be available after final payment with respect to the check is made by the drawee of the check, and any credit of funds to your Account before that time is provisional. As a general rule, funds from deposits made by the RDC Service will be made available to you on the fifth Business Day following the Business Day on which we receive the check image from you. However, we may make funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant, and/or based upon funds availability options we may offer to you in connection with the Service. You acknowledge and agree that no funds availability option we offer constitutes a promise or guarantee that check funds will be finally collected from the drawee institution and/or finally paid to you. In any event, we reserve a right of chargeback to your Account in the event of dishonor or nonpayment by the drawee institution, and we reserve the right to chargeback all applicable fees in the event of such dishonor or nonpayment and/or any resulting chargeback (including, but not limited to, returned deposit item fees and overdraft fees). For purposes of this Service, the term "Business Day" means Monday, Tuesday, Wednesday, Thursday or Friday, except when those days are holidays or days on which we may be closed due to emergency conditions. Check images received by us before 2:00 p.m. Central Standard Time on a Business Day will be processed on the same day. Check images received by us after 2:00 p.m. Central Standard Time will be processed on the next Business Day.

Contingency Plan

The RDC Service is provided by us to you as a convenience. Because the Service could be unavailable from time to time for various reasons, you should not rely on the Service as the sole means of depositing checks to your Account. If you wish to deposit any check to your Account and you are unable to transmit the image of the check to us through the Service or are unable to use the Service in compliance with the terms of this Agreement for any reason (including, without limitation, reasons related to communications, equipment or software outages, interruptions or failures), you acknowledge and agree that you are solely responsible for using alternative available means of depositing the check to your Account, such as depositing the check in person at any Credit Union branch location or through any Credit Union ATM. Such alternative means will be governed by the terms and conditions of our Deposit Account Agreement and not by the terms of this Agreement.

Errors

You agree to notify us immediately of any suspected errors regarding your use of the Service. You may notify us by calling (205) 930-5000 or writing us at Legacy Community Federal Credit Union, P.O. Box 55377, Birmingham, AL 35255-5377. Any transactions made through the Service will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error or discrepancy relating to use of the Service by no later than sixty (60) calendar days after the date of the monthly account statement on which the discrepancy or allegedly erroneous transaction appears or should have appeared. You are responsible for any errors that you fail to bring to our attention within such time period.

Your Representations and Warranties to Us; Indemnification

Each time you use the Service to transmit any check image to us, you represent and warrant to us that: (a) the check is not a Prohibited Check; (b) you are entitled to enforce the check; (c) all signatures on the front and back of the check are authentic and authorized; (d) the check is not a counterfeit item; (e) the check has not been altered; (f) the check is not subject to a defense or claim in recoupment of any party that can be asserted against you; (g) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the check; (h) the check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the check; (i) the check image transmitted by you to us contains an accurate representation of the front and the back of the check and otherwise complies with all the requirements of the Service (including, but not limited to, any endorsement requirements); (j) you will neither create nor transmit through the Service any duplicate image of the check, nor will you deposit or otherwise negotiate the original check; (k) no person or entity will be asked to make payment on the check more than once; (l) neither we nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through the Service, presented for payment, or returned; (m) the image of the check contains no computer viruses or other harmful, intrusive, or invasive codes; (n) all information you have provided to us in connection

with the Service and the transaction is complete, true, accurate, and current; and (o) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement. YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE SERVICE, AND/OR OUR PROVISION OF THE SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

Storage of Original Checks

After you transmit any check image to us and receive confirmation from us that we have received the image, you agree to securely store the original check for a period of thirty (30) days ("Check Retention Period"). During the Check Retention Period, you agree to take appropriate measures to ensure that (a) only authorized persons will have access to the check; (b) the information contained on the check will not be improperly disclosed; and (c) the check will not be duplicated or negotiated in any form. Promptly after the expiration of the Check Retention Period, you agree to destroy the original check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, negotiation or presentment. During any time the original check or a copy or image thereof is available to you or in your possession, you agree to furnish it to us upon request.

Transaction Limits

We may from time to time impose or change limits on your use of the Service, including but not limited to, limits on the dollar amount and/or the number of checks you may transmit using the Service. We may accept or reject any transaction you attempt in excess of these limits in our sole discretion.

Presentment and Collection

The manner in which checks and images transmitted through the Service are cleared, presented for payment and collected shall be in our sole discretion subject to the Deposit Account Agreement governing your Account.

Disclaimer of Warranties by Us

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM

THE SERVICES WILL BE ACCURATE OR RELIABLE AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

Limitation of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

PC/Mobile Device Specifications

In order to use the Services, your PC or wireless or mobile device must meet current minimum technical specifications. We do not guarantee the compatibility of the Services with all modem types, mobile devices, computer systems, internet browsers, hardware and/or software. You are responsible for obtaining and properly installing and maintaining all telephone equipment and services, wireless services, internet connection services, computer hardware and software, and all necessary upgrades thereto, and all other equipment necessary for you to access and use the Services.

Updated Contact Information

You agree to notify us immediately if you change your residential/ mailing address, your telephone number or email address, as your email address is where we may send notifications or other communications to you. You authorize us to send information and inquiries to the email address we have on file for your Account.

Updated Contact Information

You agree to notify us immediately if you change your residential/ mailing address, your telephone number or email address, as your email address is where we may send notifications or other communications to you. You authorize us to send information and inquiries to the email address we have on file for your Account.

Cancellation

You may cancel your participation in the RDC Service by calling us at (205) 930-5000. We reserve the right to change or cancel the RDC Service at any time without notice to you. We may also suspend your access to the RDC Service at any time without notice and for any reason, including but not limited to, your non-use of the Service.

Relationship to Other Agreements

You agree that when you use the RDC Service, you will remain subject to the terms and

conditions of all your existing agreements with us or any service provider of yours, including service carriers or providers (e.g. AT&T, Verizon, Sprint, T-Mobile, etc), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the RDC Service (for example, your mobile service carrier or provider may impose data usage charges for your use of or interaction with the RDC Service, including while downloading the software, or other use of your mobile device when using the software or other products and services provided by the RDC Service), and you agree to be solely responsible for all such fees, limitations and restrictions.

Service Charges

All charges associated with the RDC Service are disclosed in our Fee Schedule. You agree to pay related account transaction fees and charges in accordance with our current Fee Schedule, as amended from time to time. You authorize us to automatically charge your Account for all such fees incurred in connection with the RDC Service.

Electronic Fund Transfer (EFT) Provisions for Consumer Accounts

The provisions in this section apply only to electronic fund transfers that debit or credit a member's consumer checking account, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). The Credit Union may, when applicable, rely on any exceptions to the provisions in this Section that are contained in Regulation E. All terms not otherwise defined in this Agreement, which are defined in Regulation E, will have the same meaning when used in this section.

Your liability. Your liability for an unauthorized EFT or a series of related unauthorized EFTS will be determined as follows:

Generally, tell us AT ONCE if you believe your Online Banking ID or PIN has been lost, stolen, or otherwise compromised. Telephoning is the best way to keep possible losses down. You could lose all the money in your account (plus your overdraft accounts and/or courtesy pay). If you tell us within two business days, you can lose no more than \$50 if someone used your Online Banking ID and PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Online Banking ID and PIN, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was received by you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period. You may notify us in person, by telephone, by e-mail, or in writing.

Errors or Questions. In cases of errors or questions concerning transactions completed with Online Banking and or Bill Pay, do one of the following, as soon as possible:

- Contact us in person at the main office or anyone of our branches during those offices normal office hours.
- Telephone the Credit Union at (205) 930-5000 during the main office working hours.
- Write to us to Legacy Community Federal Credit Union, P.O. Box 55377, Birmingham, AL 35255-5377

We must hear from you no later than 60 days after the first statement on which the error or problem appeared. Please include the following information:

- Name
- Account Number(s)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For Bill Pay errors, also tell us:

- Checking account number used to pay the bill
- Payee name
- Date the payment was sent
- Confirmation number
- Payment amount
- Payee account number for the payment in question

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may provisionally not credit your account. An account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Miscellaneous Terms

In addition to this Agreement, you agree to comply with all applicable account agreements, including, without limitation, the Master Account Agreement you received when opening your account, as amended, and with all applicable State and Federal laws and regulations. The Credit union may amend or change this Agreement (including applicable fees and service charges) by sending you written notice by electronic mail or by regular mail sent to your address as it appears on your account records. You agree that the Credit union may also send you future notices and disclosures about your accounts with the Credit Union by electronic mail, where permitted by law. Any use of the Online Banking after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, services and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material, and to limit access to Online Banking Services for more recent revisions and updates.

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

I have read the disclosure displayed and agree to the terms and conditions



Schedule of Charges

Account Research Fee per hour \$10.00
Account History Printout \$ 1.00 per page
Account Statement Photocopy \$ 1.00 per page

ACH Fees Stop Pay and NSF \$32.00

ATM Fees:

**Non-LCFCU ATM transactions \$ 3.00

**Non-LCFCU ATM Inquiry/Denial \$ 1.00

ATM Research:

View film from LCFCU ATM \$10.00

View film from Foreign ATM \$25.00

Checking Account Fees:

Everyday Checking \$ -0-

Engage Checking \$10.00

(If qualifications are not met)

Business Checking \$10.00

Preferred Money Market \$ 5.00

(If below the minimum balance)

NSF/Stop Pay/Courtesy Pay \$32.00

Overdraft Protection Transfer \$ 3.00

Photocopy of Check \$ 6.00

Counter Check (per page) \$ 2.00

Christmas Club Early Withdrawal \$10.00

VISA Credit Card Fees:

Card Replacement \$25.00

Late Payment Fee \$25.00

Photocopy of Draft \$ 6.00

Returned check on payment \$25.00

Other credit card fees may apply.

Please refer to the credit card agreement.

Debit Card Fees:

Card Replacement \$10.00

Photocopy of Draft \$10.00

NSF/Courtesy Pay \$32.00

Overdraft Protection Transfer Fee \$ 3.00

**Does not include fees imposed by ATM owner

Deposit Item Return Fees:

All Accounts \$10.00

Loan Fees:

Late Charge 5% of PMT Due
Minimum Late Charge \$.50
Open end Add on under \$50..... \$ 1.00
Money Orders \$ 2.00
Cashier's Check..... \$ 2.00

Share Account Fees:

Below par share amount..... \$ 2.00
per month
Excessive withdrawals over 3..... \$ 1.00
Dormancy Monthly
(after 1 yr of inactivity)..... \$ 5.00
Telephone Inquiry Fee per call \$ 1.00
Wire Transfers..... \$10.00

Shared Branch Fees:

All transactions other than
Deposits & payments \$ 1.00
Money orders/Official & Cashier's
checks..... \$ 2.00
Deposited items 16 or more..... \$.20 per item

Legacy Community Federal Credit Union
1400 South 20th Street
Birmingham, AL 35205
(205) 930-5000

Fees and service charges are accurate as of the date printed (3/21/2024) but are subject to change. Member accounts are federally insured to at least \$250,000 by the National Credit Union Administration.

