



Birmingham City Credit
Union
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AGREEMENTS AND DISCLOSURES

THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, WIRE TRANSFER AGREEMENT AND PRIVACY POLICY DISCLOSURE, AND EXCEPT FOR WHERE OTHERWISE PROVIDED DOES NOT CONTAIN DISCLOSURES THAT ARE APPLICABLE TO ANY PARTICULAR LENDING TRANSACTION. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Throughout these Agreements and Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean BIRMINGHAM CITY CREDIT UNION. The words "You" and "Your" mean each person and/or entity applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any VISA Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Personal Computer Account Access System is hereinafter referred to as "Home Banking" and "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

BIRMINGHAM CITY CREDIT UNION MEMBERSHIP

To apply for membership with Birmingham City Credit Union, You must complete, sign and return an application for membership.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments.

Credit Union membership is granted to applicants within Birmingham City Credit Union's field of membership as outlined in the Credit Union's Charter.

ACCOUNT AGREEMENT

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH BIRMINGHAM CITY CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, WIRE TRANSFER AGREEMENT AND PRIVACY POLICY DISCLOSURE AND INSTRUCTIONS, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

ACCOUNT OWNERSHIP

JOINT ACCOUNTS. If Your Account is owned jointly, then all funds on deposit are owned by any of the joint Owners with right of survivorship. The joint Owners of the Accounts hereby agree with each other and with Us that all sums, whenever paid into the Accounts by any or all of the joint Owners to the credit of the joint Owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge Us from any liability for such payment. You authorize Us to recognize any of the signatures subscribed in Your application for membership for the payment of funds or the transaction of any business for the Accounts. We can release or pay any amount on deposit in Your Account to any Owner. We can honor checks, withdrawals, orders or requests from any Owner. All Owners are liable to Us for any overdrafts that may occur on Your Account, regardless of whether or not a benefit occurred and checks cashed against any Account are subject to collectability from such Account if returned unpaid. Any Owner may provide Us written notice to freeze funds on deposit and We may, at Our option, honor such written request. If We do, then the Account will remain frozen until We receive subsequent written notice signed by all Owners of the Account as to a disposition of funds on deposit. Any or all of the joint owners may pledge all or any part of the shares in the Accounts as collateral security to a loan or loans and any funds on deposit may be utilized to satisfy any debt or garnishment of any Owner of the Account. The right or authority of the Credit Union under these Agreements and Disclosures shall not be changed or terminated by said owners or any of them except by written notice to Us, which shall not affect transactions made prior to such notice. It is the responsibility of joint account Owners to determine any legal effects of opening and maintaining a joint account.

NDEMNITY. You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements and Disclosures and/or Your failure to abide by its terms. In the event of any claim, We shall provide You with reasonable and timely notice of such claim, and thereafter You shall at Your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision.

Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

POWER OF ATTORNEY. If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

DEPOSIT OF ITEMS. You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

COLLECTION AND PROCESSING OF ITEMS. In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day in an order of Our choosing, all of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

OVERDRAFTS. You understand and agree that We may from time to time, and at Our sole discretion, pay certain items in order to cover an overdraft, and charge You a fee for doing so. You further understand that payment of any overdrafts will be made in an order of Our choosing. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft. If You would like to opt-out, that is, if You would prefer We not pay any share drafts that would overdraw Your share draft Account, You may opt-out by writing to Us at the address in this Agreement or by calling Us at the telephone number shown in this Agreement and informing Us of Your intention to opt-out.

NOTICE OF RECEIPT OF ACH ITEMS. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

Provisional Payment (ACH Origination); Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in Section 4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

PROVISIONAL PAYMENT (ACH RECEIPT). Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

CHOICE OF LAW. We may accept payments on Your behalf for Your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

EXPENSES. If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

INACTIVE OR DORMANT ACCOUNTS. Inactive Accounts (Accounts with no withdrawals or deposits within a 1-year period) may be subject to an Inactive Account Fee. If no activity occurs in Your Account within the time period specified by applicable state law, the property in Your Account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with applicable state law.

LIEN IMPRESSMENT AND SET-OFF. You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

CREDIT REPORTING NOTICE. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

We may also report transaction activity on Your deposit Account(s) with Us.

MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES.

You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

SUSPENSION OF SERVICES. We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any share draft presented for payment from Your Account after Your Account is closed or suspended and to recover such amount paid from You.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan with Us or another creditor; (b) a primary share account balance below the \$25.00 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; (e) a negative balance on an Account; (f) caused a financial loss to the Credit Union; (g) committed, or threatened, acts of violence against Our employees, agents or members; or (h) failed to conduct themselves in a civil business like manner.

ASSIGNABILITY. You may not assign or transfer any interest in Your Account.

AGREEMENTS AND DISCLOSURES. The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY);

(c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

STOP PAYMENTS. You may ask Us orally to stop payment on a share draft. For any such request to remain valid, however, You must also supply Us with a written request within 14 days after You make any such oral request. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for six months. If at the end of six months, You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a share draft which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved share draft. If We do pay a share draft for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

You may also ask Us to replace a lost, destroyed or stolen money order, cashier's or corporate check and if You do, You agree to execute a declaration of loss and claim for reimbursement form together with any other documentation We may require, such as an affidavit. Regardless of the type of documentation presented to Us, the request must be in a form acceptable to the Credit Union and given to Us in a timely manner so that We have a reasonable opportunity to act on such request. Such declaration of loss and claim for reimbursement will not become effective until the later of: (a) the 90th day after the date of the check; or (b) the date We receive the declaration of loss and claim for reimbursement together with any other required documentation.

SHARE DRAFTS AND OTHER ACCOUNT ACCESS DEVICES. Any share draft or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

POSTDATED, STALE OR OVERDRAFT SHARE DRAFTS. You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on Your Account without any liability.

SHARE DRAFT SAFEKEEPING. Share draft safekeeping is automatic on Your Account and Your cancelled share drafts will not be returned to You. You understand that cancelled share drafts retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a share draft and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved share draft.

PERIODIC STATEMENTS. You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

AMENDMENTS. This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

WAIVERS. You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

PROHIBITED INTERNET GAMBLING TRANSACTIONS. The following applies to commercial Accounts, and does not apply to consumer-owned Accounts. All transactions in connection with the participation of another person in unlawful internet gambling are prohibited from being processed through Your Account. Such transactions include those involving the use of: (a) credit, or the proceeds of credit, extended to or on behalf of another person (including credit extended through the use of a credit card); or (b) electronic fund transfers, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of another person; or (c) any check, draft, or similar instrument that is drawn by or on behalf of another person and is drawn on or payable at or through any financial institution.

GOVERNING LAW. This Agreement shall be governed by the laws of the Alabama, except to the extent that federal law controls.

GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

Member in Good Standing. The Account services described in these Agreements and Disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:

- a delinquent loan with Us or another creditor
- a primary share account balance below the \$25.00 minimum
- an unresolved deposited returned check
- unpaid and uncollected credit union fees
- negative balance on an account
- caused a financial loss to the Credit Union
- committed, or threatened, acts of violence against Our employees, agents, or members
- failed to conduct themselves in a civil businesslike manner

Minimum Balance Requirements. To be a member and maintain Accounts with Us You must purchase one share in the Credit Union. The par value of a share in this Credit Union is \$25.00. If the balance in Your primary share account drops below one share (\$25.00), for a period of six months or more, We may, at Our option, close Your Account

Nonsufficient Funds Returns. Any share draft or pre-authorized transfer, or transaction made through the use of debit Card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

Overdraft Balance Calculation. When processing transactions that debit or credit Your Account, We start each Business Day with Your final Account balance from the preceding Business Day. The final balance takes into account all of the debit and credit transactions that were settled that Business Day pursuant to Our Funds Availability Policy, as well as any other debits or credits to Your Account that were finally settled that day, as described above in the "Deposit of Items" and "Collection and Processing of Items" sections of the Account Agreement. This starting balance at the beginning of a Business Day (the preceding Business Day's final balance) is sometimes referred to as Your "actual balance."

As credits and debits to Your Account are received by Us, We add them to and

subtract them from Your actual balance. Examples of credits include, but are not limited to, electronic direct deposits, check deposits that have been fully and finally collected, ACH credits that have settled that day, and cash deposits made to one of Our tellers. Examples of debits include, but are not limited to, checks drawn on Your Account that are presented to Us for payment, electronic fund transfer (EFT), debit transactions (such as preauthorized payments and settled EFT debits), memo-posted EFT debits (EFT debits that We have authorized but which have not been settled), and Credit Union fees and charges. The result of this calculation at any given point in time is called Your "available balance."

For the purpose of determining whether an overdraft has occurred, We use Your available balance. First, we add all of the settled credit transactions to the beginning actual balance. Then, We subtract all of the debit transactions that settled that day. We also subtract all of the pending debit transactions. This determines the available balance for overdraft purposes. Each debit transaction that We process when Your Account has a negative available balance is an overdraft, subject to an overdraft charge.

Subject to applicable law, You are responsible for paying any overdraft fees and charges assessed in connection with Our payment of an overdraft, as well as any NSF fees charged to Your Account when we dishonor and return an item for nonsufficient funds. It is Your responsibility to know Your Account balance, and if You have any questions You should contact a Credit Union representative.

Variable Rate Information. For all dividend-bearing Accounts, the dividend rate and APY may change every dividend period based on the determination of the Credit Union Board of Directors.

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

Additional Transaction Limitations. For all Accounts (except share draft Accounts) during any statement period, You will not be permitted to make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit or ATM card, if applicable, or similar order to a third party

The Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal

Compounding and Crediting. For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds or equals the minimum Daily Balance Requirement for Your Account. The dividend period is quarterly and dividends will be compounded and credited to Your Account quarterly. Accrued but uncredited dividends will not be paid at the time You close Your Account

Balance Computation Method. For all dividend-bearing Accounts, dividends are calculated by the average daily balance method which applies a daily periodic rate to the average daily balance for the average daily balance calculation period. The average daily balance is determined by adding the full amount of the principal in Your Account for each day of the period and dividing that figure by the number of days in the period

Accrual on Noncash Deposits. For dividend-bearing Accounts, dividends will begin to accrue on the business day that You deposit noncash items (e.g. checks) into Your Account

Fees and Charges. For a list of any fees and charges applicable to Your account, refer to the accompanying Account Disclosure Rate Supplement and Fee Schedule.

SPECIFIC TERMS APPLICABLE TO YOUR CONSUMER PRIMARY SHARE ACCOUNT

Variable Rate Information. This Account is subject to a Variable Rate. For the current dividend rate and corresponding APY, refer to the accompanying Consumer Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure

Minimum Balance Requirements. The minimum balance required to open this Account is \$25.00. To obtain the disclosed APY, You must maintain a minimum daily balance of \$100.00 in Your Account

TERMS APPLICABLE TO YOUR CONSUMER SHARE DRAFT ACCOUNT
Rate Information. No dividends are paid on this Account
Minimum Balance Requirements. No minimum balance requirements apply to this Account
Transaction Limitations. No transaction limitations apply to this Account

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY STATEMENTS AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR STANDARD VISA DEBIT CARD, OUR PERSONAL COMPUTER ACCOUNT ACCESS SYSTEM ("HOMEBANKING") AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

STANDARD VISA DEBIT CARD AND E-CHECK AGREEMENT.

This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) any check which You authorize the payee to process electronically; (c) Our Home Banking system. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, E-Check, Our Home Banking system. You understand that Your Card and any PINs and/or Access Codes are issued by Us and are not transferable. Your PIN is confidential and should not be disclosed to anyone. The use of Your Card is subject to the following terms. You agree: (a) to abide by Our Rules and Regulations as amended relating to the use of the Card; (b) that We may follow all instructions given to machines; and (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

Each withdrawal by You, or anyone else to whom You give Your PIN or to whom You allow access to Your Account, will be charged to Your share or share draft Account and will be treated as though it were a withdrawal except that: (1) We may charge withdrawals in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals. We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your share and/or share draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and to the extent permitted by law, any associated fees and charges.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS (PINs) AND/OR ACCESS CODES.

We will issue to You Personal Identification Numbers (PINs) and/or Access Codes. For VISA Debit Card We will issue separate PIN where applicable. For HomeBanking We will issue an Access Code. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your share Account or Your share draft Account to cover such transactions.

JOINT ACCOUNTS. If this is a Joint Account, You agree to be jointly and severally liable under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary Account holder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

OWNERSHIP. Your Card or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request.

OTHER AGREEMENT. If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays and federal holidays. Each ATM business day begins at 12:01 A.M. and ends at 12:00 Midnight.

DELAYED FUNDS AVAILABILITY NOTICE. Subject to Our delayed funds availability policy, deposits made at Birmingham City Credit Union locations may not be posted to Your Account until they are received and verified by Us. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits

TYPES AND LIMITATIONS OF SERVICES

VISA DEBIT CARD TRANSACTIONS. You may use Your Card and PIN in any of Our network of ATMs and such other machines or facilities as We may designate. You may also use Your Card to purchase goods and services at

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not

any business establishment where the Card is accepted. At the present time, You may use Your Card and Your PIN for: (a) withdrawals from Your share draft Accounts up to a maximum of \$500.00 per day for ATM transactions, and \$2,500.00 per day for point of sale ("POS") transactions, provided You have enough available funds in Your Account; (b) deposits to Your share draft Accounts; (c) transfers of funds between Your share and share draft Accounts; (d) balance inquiries about Your share and share draft Accounts

HOMEBANKING TRANSACTIONS. You may use Home Banking System in conjunction with Your username and password via a personal computer to make the following types of transactions on designated accounts: (a) verify Your Account balances; (b) view account transaction history; (c) make inquiries (by check number) about share drafts that have cleared; (d) transfer funds between share, share draft and other Accounts and/or loan Accounts; (e) make loan payments by transfer of funds from Your share, or share draft Accounts; (f) download transaction data to Your PC; (g) miscellaneous inquiries on Credit Union services that affect Your Account; (i) and elect to receive statements and/or notices electronically

E-CHECK TRANSACTIONS. You may authorize a merchant or other payee to make a one-time electronic payment from Your share draft Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the federal government or other payer), You can call Us at the telephone number shown in this Agreement to find out whether or not the deposit has been made

NOTICE OF VARYING AMOUNTS. If these regular payments may vary in amount, the person You are going to pay will tell You, 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.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call Us at the telephone number shown in this Agreement or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, You must put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law

TRANSACTION SLIPS. You can get a receipt at the time You make any transaction to or from Your Account (except for Mobile Access, PC Access, Bill Payer, telephonic or mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. We may assess reasonable charges against Your Account for electronic fund transfers. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a Fee Schedule and PC Access after Your Account is established. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer. Both You and any persons who use the Card or PC Access remain bound to pay for any charges under this Agreement even though another person has been directed to pay the debt by agreement or court order (such as a divorce decree).

properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will

not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; and (j) the debit card network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

LIABILITY FOR UNAUTHORIZED USE. The following applies to electronic fund transfers that debit a consumer's Account, and does not apply to non-consumer Accounts. Telephone Us at once at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement if You believe Your Card or PIN have been lost or stolen, 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 of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, You may not get back any of the money You lost after the 60 days if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for unauthorized use for Your VISA Debit Card as long as You report the loss or theft of Your VISA Debit Card within 2 business days. If You report such loss or theft after 2 business days, or provide proper notification of other unauthorized VISA Debit Card transactions, Your liability for unauthorized use will not exceed \$50.00. **These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Mastercard Debit Card.**

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone Us at the telephone number shown in this Agreement, or write to Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- 1) Tell Us Your name and Account number.
- 2) 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.
- 3) 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 10 business days. We will determine whether an error occurred within 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 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 10 business days, We may not credit Your Account. 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. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made. If We decided that there is no error, We will send You a written explanation within three business days after We finish Our investigation.

You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred.

UNAUTHORIZED TRANSFERS. To report a lost or stolen Card, PIN, password or any combination thereof, You will call Us immediately at 205-583-4654. You may also write to Us at 708 17th St N, Birmingham, AL 35203. You may also report a lost or stolen Card through other means as disclosed.

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.

You agree to cooperate in the investigation and possible prosecution of any unauthorized user.

FOREIGN TRANSACTIONS. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. Dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 0.80% of the final settlement amount.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

GOVERNING LAW. This Agreement shall be governed by the laws of Alabama, except to the extent that federal law controls.

FUNDS AVAILABILITY POLICY DISCLOSURE

THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM TRANSACTION ACCOUNTS AT BIRMINGHAM CITY CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

FUNDS AVAILABILITY POLICY DISCLOSURE (continued)

General Policy. Our general policy is to make funds from Your deposits available to You on the same business day that We receive Your deposit. Electronic direct deposits will be available on the same business day We receive the deposit. Once they are available, You can withdraw the funds 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 prior to closing 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 closing or on a day that We are not open, We will consider the deposit made on the next business day We are open.

Reservation of Right to Hold. In some cases, We will not make all the funds You deposit by check available to You on the same business day We receive Your deposit. Depending on the type of check You deposit, funds may not be available until the 2nd business day following the day of Your deposit. However, the first \$200.00 of Your deposit will be available on the 1st business day following the day of Your deposit.

If We are not going to make all the funds from Your deposit available on the same business day We receive Your deposit, 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 decided 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.

Longer Delays May Apply. Funds You deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn Your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications 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 8th business day after the day of Your deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

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 \$5,000.00 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 1st 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 \$5,000.00 will be available on the 2nd 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 \$5,000.00 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 9th business day after the day of Your deposit.

Holds on Other Funds. If We cash a check for You that is drawn on another institution, We may withhold the availability of a corresponding amount of funds that are already in Your Account. Those funds will be available to You at the time that the funds from the check We cashed for You would have been available if You had deposited it. If We accept for deposit a check that is drawn on another 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 policy for the type of check that You deposited.

Location of Check Endorsements. Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

Dividend Payment Policy. See the Account Disclosures section in these Agreements and Disclosures for Our policy on the payment of dividends.

WIRE TRANSFER AGREEMENT

THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. Subject to applicable law, there are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will

provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We execute it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership. All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be

made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) only individuals named in Your application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your application for membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

PRIVACY POLICY DISCLOSURE
WHAT DOES BIRMINGHAM CITY CREDIT UNION DO
WITH YOUR PERSONAL INFORMATION?

FACTS

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: <ul style="list-style-type: none"> • Social Security number and income • account balances and payment history • credit history and credit scores
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 Birmingham City Credit Union chooses to share; and whether You can limit this sharing.

Reasons We can share Your personal information	Does the 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 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 Our affiliates to market to You	NO	WE DON'T SHARE
For non-affiliates to market to You	NO	WE DON'T SHARE

Questions?	Call 205-583-4654
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Page 2**Who We Are**

Who is providing this notice?	Birmingham City Credit Union
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What We do

How does Birmingham City 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 Birmingham City Credit Union collect my personal information?	<p>We collect Your personal information, for example, when You</p> <ul style="list-style-type: none"> • open an account or deposit money • pay Your bills or apply for a loan • use Your credit or debit card <p>We also collect Your personal information from others, such as credit bureaus, affiliates, or others.</p>
Why can't I limit all sharing?	<p>Federal law gives You the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about Your credit worthiness • affiliates from using Your information to market You • sharing for non-affiliates to market You <p>State laws and individual companies may give You additional rights to limit sharing.</p>

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. Birmingham City Credit Union does not share with Our affiliates.
Non-Affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. Birmingham City Credit Union does not share with non-affiliates so they can market to You.
Joint Marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to You. Our joint marketing partners include categories of companies, such as:</p> <ul style="list-style-type: none"> • financial service providers • insurance companies



ACCOUNT DISCLOSURE RATE SUPPLEMENT AND SCHEDULE OF FEES AND CHARGES

INSTRUCTIONS

This supplement is incorporated into, becomes a part of, and should be attached to Your Agreements and Disclosures.

The Annual Percentage Yields and corresponding Dividend Rates for each Account are shown below.

New Account

Request for Information

EFFECTIVE DATE: 6/30/18

Account Type	VARIABLE RATE		
	BALANCE	DIVIDEND RATE	ANNUAL PERCENTAGE YIELD
Share Account	\$100.00 - \$9,999.99	<u>0.25</u> %	<u>0.25</u> %
	\$10,000.00 - \$24,999.99	<u>0.50</u> %	<u>0.50</u> %
	\$25,000.00 - \$74,999.99	<u>0.75</u> %	<u>0.75</u> %
	\$75000.00 & Greater	<u>1.00</u> %	<u>1.00</u> %
Club Accounts	\$100.00 - \$9,999.99	<u>0.25</u> %	<u>0.25</u> %
	\$10,000.00 - \$24,999.99	<u>0.50</u> %	<u>0.50</u> %
	\$25,000.00 - \$74,999.99	<u>0.75</u> %	<u>0.75</u> %
	\$75000.00 & Greater	<u>1.00</u> %	<u>1.00</u> %
Checking	\$0.00 & Greater	<u>0.00</u> %	<u>0.00</u> %

- (1) For the purposes of this disclosure, this is a rate and APY as of the last dividend declaration date of 6/30/18. These Dividend Rate(s) and Annual Percentage Yield(s) shown above may change at any time as determined by Our Board of Directors.
- (2) All deposited funds earn the rate for the tier.
- (3) For the purposes of this disclosure, this is a rate and APY that was offered within the most recent seven calendar days and was accurate as of the effective date shown herein. For more current rates, please call (205)583-4654



Schedule of Fees and Charges

Account Activity Printout/ Draft.....	\$3.00 per page
Account Balancing Assistance/Research.....	\$30.00 per hour (\$10.00 minimum)
Account Levy.....	\$25.00 each
Account Closed Within First 180 Days.....	\$25.00
ATM Withdraw.....	\$1.00 each
Below Minimum Par Value.....	\$5.00 per month
Check Printing.....	Varies By Style Of Check
Corporate Check (made payable to 3 rd parties).....	\$5.00 each
Excessive Withdraw (savings, more than 1 a month).....	\$2.00 each
Christmas/Vacation Club early withdrawal.....	\$10.00 each
Non-Sufficient Funds.....	\$30.00 each
Overdraft Paid.....	\$30.00 each
Overdraft Transfer.....	\$3.00 each
Paper Statement Fee (checking account only).....	\$3.00 per mailed statement
Statement Copy.....	\$3.00 each
Stop Payment ACH Or Draft.....	\$35.00 each
Returned Deposit Item.....	\$30.00 each
Undeliverable Mail (Returned Mail/Bad Address).....	\$5.00 per month
Replacement Debit Card.....	\$10.00 each
Loan Application Fee.....	\$35.00 each
Title Fee.....	\$16.50 each
Car Fax Fee.....	\$25.00each
Wire Transfer Incoming.....	\$10.00 each
Wire Transfer Outgoing.....	\$30.00 each
Phone Account Inquiry.....	\$1.00 each

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

Pursuant to the USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism):

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

What this means for you:

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



What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

➤ What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

➤ What fees will I be charged if Birmingham City Credit Union pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to **\$30** each time we pay an overdraft.
- There is no limit on the total fees we can charge you for overdrawing your account.

➤ What if I want Birmingham City Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, complete the form below and present it at a branch or mail it to: 708 17th St. N, Birmingham, AL 35203

 I do not want Birmingham City Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I want Birmingham City Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: _____

Date: _____

[Account Number]: _____]

Overdraft Protection/Courtesy Pay

Have you ever been short of funds in your checking account and had an item returned? Any one or all of the following services can be used to protect your account. Here are the options to protect your checking account from costly errors:

Courtesy Pay Agreement

This Courtesy Pay Agreement ("Agreement") describes the circumstances when we (the "Credit Union") will pay overdrafts in an accountholder's (also "you" and "your") checking account and charge a fee. "Overdraft" means there is not enough available balance in your account to pay for a transaction. If we pay an overdraft (or return an item unpaid), we will charge your account a Non-Sufficient Fund (or "overdraft") fee (the "fee") of \$30. The \$30 fee is described in our Fee Schedule, which is updated periodically.

Courtesy Pay may provide certain accountholders 19 years of age or older, with the ability to overdraw their checking account up to \$500. The Courtesy Pay limit includes any overdraft fees assessed.

You qualify for Courtesy Pay if your account has been opened at least 90 days and maintained in "good standing". This is defined as A) making regular deposits sufficient to cover transactions; B) bringing the account to a positive balance at least once every thirty days or sooner; C) your loans with us are not more than 30 days delinquent; D) you have no legal orders outstanding on your account, and; E) account has a current mailing address. If you qualify, we may, at our sole discretion, pay overdrafts up to the limits mentioned above, including our fee for each overdraft paid. Whether we pay an overdraft or return an item, your account will be assessed the same fee.

If you maintain the account in good standing and need this "courtesy", we may, at our sole discretion, pay the item(s) up to the authorized limit, and we will charge the account our normal fee for each item that overdraws the account. You then have up to 30 days to bring your account current. We will send you a notice each time an overdraft occurs.

The following is important information regarding your account balance, how transactions are posted to your account, and when an overdraft fee will be charged. Using Courtesy Pay may be more costly than other overdraft options we may offer. You should read these disclosures carefully. If you have questions, please see a branch representative or call 205-583-4654.

YOUR CHECKING ACCOUNT BALANCE. Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the amount of money that is actually in your account at any given time. It reflects transactions that have "posted" to your account, but not transactions that have been authorized and are pending. While the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on your account for \$20. Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20.

Available balance is used to determine when your account is overdrawn. The following example illustrates how this works:

Again, assume your actual and available balances are both \$50, and you swipe your debit card at a restaurant for \$20. A hold is placed on your account, so your available balance is only \$30. Your actual balance is still \$50. Before the restaurant charge is sent to us for processing, a check that you wrote for \$40 clears. Because you have only \$30 available (you have committed to pay the restaurant \$20), your account will be overdrawn by \$10, even though your actual balance is \$50. In this case, we may pay the \$40 check, but you will be charged an overdraft fee of \$30. That fee will be deducted from your account, further reducing the balance.

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

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within two (2) calendar days of authorization, we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT. There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Most deposits are added to your account when we receive them. For some checks you deposit, only \$200 will be made available at the time of deposit; the balance will be available two (2) business days later. There may be extended holds on checks over \$5,000. Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section of your Account Agreements and Disclosures entitled "Funds Availability Policy Disclosure."

Debits. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in check number order.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are grouped together and paid in the order we receive them from the Federal Reserve.
- **Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- **Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold against the available funds in your account. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your actual balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. **Please note:** the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one \$30 fee if we pay multiple transactions when your account is overdrawn.

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

Although you are not charged for using Courtesy Pay unless you have an overdraft, you may opt-out of Courtesy Pay at any time. If you do not want us to pay your overdrafts, you must tell us ("opt-out"). If you receive a direct deposit, social security or other federal benefit check, you must opt-out if you do not want us to apply those funds to repay an overdraft. Additional information is found in your Account Agreement.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE CONTACT US AT 205-583-4654, MONDAY THROUGH FRIDAY, 8 AM TO 4 PM.

Share account transfer

Most of your savings accounts can be designated to protect your checking account from an inadvertent error. You prioritize the order in which your savings accounts would be accessed. For example, you may want your Primary Share account to be accessed before your Holiday or Vacation accounts. While a savings transfer is convenient, there are limitations under Regulation D when used for overdraft protection or pre-authorized payments/debits as explained below.

Regulation D: The Federal Reserve Bank's Regulation D limits the number of certain transactions you can make from your savings accounts each month. Savings accounts include regular Savings, Holiday, and Vacation accounts. Each individual share account is allowed a total of six (6) Reg D transactions per month. They may be in the form of overdraft protection from your savings account to pay a check or pre-authorized debit presented on your checking account.

A pre-authorized payment/debit is often used to pay a third party item, such as utility bills, credit cards, mortgages, insurance premiums and car payments. Many times a member will set up a pre-authorized payment from their savings account only to find that the transaction will be returned because they reached their Regulation D limit for the month.

Since Regulation D only places a limit on the savings account, we suggest setting up a pre-authorized payment/debit from a checking account.

I would like the following overdraft protections options added to my account. I understand the current fee schedule will dictate the fees associated with any of the below.

*****Funds can only be transferred from accounts under your account number.**

**If the funds are not available in my share draft account, please transfer from my:
(Please state the account you would like transferred from, with the 1st one being the 1st priority)**

I do not want funds transferred from my accounts if funds are not available _____

Members Signature **Date**

I wish to have the Credit Union consider my account for Courtesy Pay. I understand the agreement above and promise to bring my account positive within 30 days of the 1st date it is negative. If my account is not brought current within the 30 days, I agree to allow Birmingham City Credit Union to change my payroll deduction in order obtain any funds due.

Members Signature **Date**

I do not wish to have Courtesy Pay. I understand items will be returned which I do not have the funds to cover.

Members Signature **Date**