

**SOLUTIONS FIRST FEDERAL CREDIT UNION**  
**MEMBERSHIP AND ACCOUNT AGREEMENT**  
**TERMS AND CONDITIONS**

**As of 11/01/2022**

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card). The words "we," "us," and "our" mean the Credit Union. The word "account" means anyone (1) or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, 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 Notice and Disclosure, or Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

- 1. MEMBERSHIP ELIGIBILITY** - To Join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) ("membership share") 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 reporting agencies, to verify your eligibility for the accounts and services you request.
- 2. INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) 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, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.
- 3. JOINT ACCOUNTS** - A joint account is an account owned by two (2) or more persons.
  - a. Rights of Survivorship.** Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means that when one (1) 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 account owner guarantees the signature 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 the amount of the returned item, overdraft, or unpaid amount and any 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 (1) owner are owned jointly by such payees with 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 charges or amounts on such account. 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. We will 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. 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.
- 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.
- 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 (1) 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 (2) 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.
  - b. Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. 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 items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds

transfer.

e. **Direct Deposits.** We may offer preauthorized 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 pre-authorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any, of your accounts, unless prohibited by law.

f. **Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

#### 9. ACCOUNT ACCESS-

a. **Authorized Signature.** Your signature on the Account Card 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 number, even if you do not authorize a particular transaction.

b. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur 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 are under no obligation to honor any power of attorney which we reasonably conclude is invalid or unreliable or has been revoked.

c. **Credit Union Examination.** We may disregard any information on any check or draft other than the signature of the drawer, the amount, 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. ACH & WIRE TRANSFERS -** Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. 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 for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction.

When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order 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. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

**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 available funds 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 from your account from insufficient available funds 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: (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; or (5) you fall to repay a credit union loan on time. We may require you to give written notice of seven (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 time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

#### 14. OVERDRAFTS -

a. **Payment of Overdrafts.** If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. 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

(1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. Except as otherwise agreed in writing, we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

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.

**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 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 (6) months past its date.

#### 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 be in writing, dated and signed, and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer 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.

b. **Duration of Order.** Oral stop payment orders will lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required 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 agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in 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: (1) your account contains insufficient funds 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 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.

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

**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. 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; or (4) you give us written permission.

**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 change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of 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 deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

d. Electronic 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 -** 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 (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

**25. STATEMENTS -**

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of 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 (1) 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 sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, 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 reflected on your statement within 33 days of the date we sent 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 a facsimile signature machine.

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 charged 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.

**26. INACTIVE ACCOUNTS -** If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**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 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: (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; or (7) we reasonably deem it necessary to prevent a loss to us. 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 -** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

**30. DEATH OF ACCOUNT OWNER -** We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

**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 Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of Alabama and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in 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. BINDING ARBITRATION -** Except as expressly provided below or otherwise prohibited by law, either you or we may elect, without the other's consent, to require that any dispute between us concerning or related to, directly or indirectly, your account(s), any service related to your account(s), and/or any service provided by the Credit Union whatsoever, including but not limited to loan account(s), any solicitation, change or cost, collection of amounts due, recovery of collateral, statements, representations, be resolved by binding arbitration. You further agree that any such arbitration shall take place in Coffee County, Alabama. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. This agreement to arbitrate shall include any claim involving, but not limited to, our officers, directors, employees, agents, representatives, contractors, subcontracts, parent, subsidiaries, affiliates, successor, and assigns. No provision of this Agreement, nor the exercise of any right under this Agreement, shall waive the arbitration requirement or limit our right 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 an account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. As a matter of example, if we elect to pursue a judgment utilizing the court system and you file a counterclaim, any such counterclaim will be controlled by this agreement to arbitrate.

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

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails.

Any and all arbitration will take place on an individual basis; class arbitrations and class actions are not permitted, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim or cause of action occurred. **YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED.**

## **Customer Identification Program (CIP) Statement / USA PATRIOT Act Notice**

### ***IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING OR CHANGING AN ACCOUNT WITH SOLUTIONS FIRST FEDERAL CREDIT UNION***

Section 326 of the USA PATRIOT ACT requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or changes an existing account. This federal requirement applies to all new customers and current customers. This information is used to assist the United States government in the fight against the funding of terrorism and money-laundering activities.

What this means to you: when you open an account or change an existing account, we will ask each person for their name, physical address, mailing address, date of birth, and other information that will allow us to identify them. We will ask to see each person's driver's license and other identifying documents and copy or record information from each of them.

**SOLUTIONS FIRST  
FEDERAL CREDIT UNION  
EXPEDITED FUNDS AVAILABILITY ACT DISCLOSURE  
FOR  
TRANSACTION ACCOUNTS  
YOUR ABILITY TO WITHDRAW FUNDS**

Our general policy is to make funds from your deposit available to you on the business day of deposit if the deposit is made to one of our employees during our scheduled hours of operation. If you make your deposit at one of our Automatic Teller Machines by noon or night depositories no later than 8:30 am on any business day we will process the deposit and post it to your account by the end of our processing day. Deposits received by mail or dropped in one of our lobby deposit boxes will be processed and posted to your account by the end of our processing day. Deposits posted by the end of our processing day will be available through Automatic Teller Machines (ATM limits will apply) as soon as posted, be available for check processing on the day of deposit, and be available for withdrawal through one of our employees on our next business day. Electronic direct deposits will be available on the day we receive the deposit.

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit to one of our employees before our scheduled closing hour for the branch where the deposit is made, 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 our schedule hours of operation or on a day we are not open, we will consider that the deposit was made on the next business day that we are open.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

**LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds that you deposit by check available to you on the business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of deposit. However, the first \$225 of your deposits will be available on the day of your deposit.

If we are not going to make all of the funds from your deposit available on the day of 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 decide to take action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,225 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 communications or computer equipment.

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

**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 \$5,225 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 business day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,225 will be available on the 9th business day after the day of your deposit. If your deposit of these checks (other than a Treasury check) is not made in person to one of our employees, the first \$5,225 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 ninth business day after the day of your deposit.

**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 be available if you had deposited it and a hold had been imposed. For example, if we cash a \$300 local check for you, \$225 of the funds already in your account will not be available until the second business day after the day we cashed the check.

**SOLUTIONS FIRST FEDERAL CREDIT UNION**  
**TRUTH-IN-SAVINGS DISCLOSURE**  
Effective September 30, 2019

**GENERAL**

This disclosure applies to the share, club, share draft, Uniform Transfer to Minors Act, certificates of deposit, IRA share, and Money Market Accounts of Solutions First Federal Credit Union. The rates associated with these accounts are updated periodically and are reflected on our Truth In Savings Rate Disclosure. The rate disclosure reflects the dividend rates, Annual Percentage Yield, dividend frequency and minimum balance required to avoid service charges. The rate disclosure is hereby incorporated by reference as a part of this document. The Truth In Savings Rate Disclosure reflects dividend rates and Annual Percentage Yield as of the last dividend declaration date.

**Accrual of dividends.** Dividends will begin to accrue on the business day you deposit cash or noncash items (e.g., checks) to your account.

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

**National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured to at least \$250,000 by the National Credit Union Share Insurance Fund.

**Changes in Policy.** If we change the policies defined herein we will notify you. If the change is less restrictive we will notify you within 30 days of making the change. If the change is more restrictive we will notify you at least 30 days before implementing the change.

**Variable Rate Accounts.** All of the accounts below are variable rate accounts. The dividend rate and Annual Percentage Yield may change every dividend period based on the determination of the credit union Board of Directors. The dividend rate and Annual Percentage Rate for the share draft and Money Market account may change monthly.

**Compounding and Crediting.** Dividends on Share Accounts, Uniform Transfer to Minors Act Accounts, Club Accounts and will be compounded quarterly and will be credited quarterly. For these account types, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is April 1. Dividends on Share Draft Accounts will be compounded monthly and will be credited monthly.

**Balance computation method.** Dividends on dividend paying accounts are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

**SHARE ACCOUNT**

**Minimum balance requirements.** The minimum balance to open this account is the purchase of a \$5.00 share in the Credit Union. There is a \$5.00 membership fee to open an account. The minimum balance to receive dividends is \$500.00.

**See Solutions First FCU Fee Schedule for all Fees and Charges.**

**Transaction limitations.** During any calendar month, you may not make more than six withdrawals 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. If you exceed the transfer limitations set forth above in any calendar month, your account will be subject to closure by the credit union or to a fee of \$30.00 per item.

**Bylaw Requirements.** A member who fails to complete payment of one share within two months of his admission to membership, or within two months from the increase in the par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within two months of the reduction may be terminated from membership at the end of a dividend period. Shares may be transferred from one member to another, by written instrument only in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing, not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them. No member may withdraw share holdings that are pledged as required on security on loans without the written approval of a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without the written approval of the credit committee or a loan officer.

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

**Other Terms and Conditions.** Please review the share account signature card for other terms and conditions applicable to this account. The signature card is included by reference as part of this disclosure.

**UNIFORM TRANSFER TO MINORS ACT ACCOUNT**

The Uniform Transfer to Minors Act Account is a share account as described above. All of its characteristics are identical with the share account. Additionally the custodial relationship is as prescribed on the Alabama Uniform Transfer to Minors Act Account card associated with this account. That card is hereby incorporated in this disclosure by reference.

**CLUB ACCOUNT**

**Minimum balance requirements.** No minimum balance requirements apply to this account. Early withdrawals incur a fee.

**See Solutions First FCU Fee Schedule for all Fees and Charges.**

**Transaction limitations.** During any calendar month, you may not make more than six withdrawals 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. If you exceed the transfer limitations set forth above in any calendar month, your account will be subject to closure by the credit union or to a fee of \$30.00 per item.

**SHARE DRAFT ACCOUNT**

No dividends are paid on this account. There is no periodic service charge on this account.

**Minimum balance requirements.** The minimum balance to open this account is \$50.00. No other minimum balance requirements apply to this account.

**See Solutions First FCU Fee Schedule for all Fees and Charges.**

Transfers from shares to cover overdrafts in the share draft account are limited to six occurrences per month. An occurrence includes all overdraft transfers on any given business day.

**SHARE CERTIFICATE ACCOUNT**

(Refer to the Share Certificate Rates and Annual Percentage Yields disclosure when inquiring and when opening your Share Certificate account for specific rates.)

**Rate Information** – The dividend rate and annual percentage yield (APY) will be paid until first maturity.

**Compounding Frequency** – Unless otherwise paid, dividends will be compounded every month.

**Crediting Frequency** – Dividends will be credited to your account every month.

**Dividend Period** – For this account type, the dividend period is monthly.

**Minimum Balance Requirements** – The minimum balance required to open this account is \$1,000, or \$100,000 for the jumbo certificate. You must maintain a minimum daily balance of this amount in your account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method** – Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of Dividends on Noncash Deposits** – Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction Limitations** – After the account is opened, you may not make additions into the account until the maturity date stated on the account. you may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in

the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account. This dividend withdrawal limitation does not apply if you have made arrangements to have dividends paid to you or to another account in lieu of having them credited to this account.

**Time Requirements** – Your account will mature on its stated maturity date.

**Early Withdrawal Penalties** (a penalty may be imposed for withdrawals before maturity) – All certificates have an early withdrawal penalty of 90 days dividends. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of Dividends Prior to Maturity** – The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically Renewable Account** – This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, your funds will be placed in a dividend-bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same. We offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account. If the Share Certificate is pledged against a loan, it may not be automatically renewable. You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

#### **MONEY MARKET ACCOUNT**

See Solutions First FCU Fee Schedule for all Fees and Charges.

This disclosure applies to the money Market Account of Solutions First Federal Credit Union. The rates associated with these accounts are updated periodically and are reflected in our Truth In Savings Rate Disclosure. The rate disclosure reflects the dividend rates, Annual Percentage Yield (APY), dividend frequency and the minimum deposit required for each type of account. The rate disclosure is incorporated by reference as a part of this document.

**Accrual of dividends.** Dividends will begin to accrue on the business day you deposit cash or noncash items (i.e., checks) to your account.

**Fees and charges.** The following fees and charges may be assessed against Money Market Accounts. Additional fees and charges may apply to specific accounts and are described in Solutions First Fee Schedule for all Fees and Charges.

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

**National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured to at least \$250,000 by the National Credit Union Share Insurance Fund.

**Changes In Policy.** If we change the policies defined herein we will notify you. If the change is less restrictive, we will notify you within 30 days of making the change. If the change is more restrictive, we will notify you at least 30 days before implementing the change.

**Variable Rate Accounts.** All of the accounts below are variable rate accounts. The dividend rate and Annual Percentage Yield may change periodically based on the determination of the Credit Union Board of Directors.

**Current Rate Information.** Current rates on all accounts are available from any branch on the Solutions First Federal Credit Union Truth In Savings Rate Disclosure for Money Market Accounts or by calling 334-347-9000.

This account is governed by the terms and conditions on the signature card for this account which are incorporated here by reference.

#### **Non-Transferable as Defined in 12 CFR Part 204**

You authorize Solutions First Federal Credit Union (hereinafter referred to as the Credit Union) to establish a special share account for you to be known as the Market Account. You authorize the Credit Union to honor your withdrawals and transfer requests and pay drafts signed by you (or by any of you if this agreement is signed by more than one person) and to charge all such payments against the funds in this account. For the purpose of this account, month means a calendar month. It is agreed that this account shall be governed by the following terms and conditions: (1.) Dividend Rates - Dividends are determined by the Board of Directors, which declares the dividend rate monthly. Dividends will be paid and compounded monthly. The dividend rate is determined by the account balance each month. (2.) Minimum Balances and Deposits - The minimum initial deposit shall be at least Two Thousand Five-Hundred Dollars (\$2,500). The smallest amount that will be accepted as an additional deposit is One Hundred Dollars (\$100). If the average daily balance for the period is below \$499.00, the account shall not earn dividends. (3.) Withdrawals - The minimum withdrawal allowed is One Hundred Dollars (\$100) in person at any SFFCU location, by telephone calls (limit of three calls per month), by draft (limit of 3 per month) or by written request. There is no penalty for early withdrawal and no limit to the number of withdrawals except by telephone or draft. Only draft blanks approved by the Credit Union may be used to make withdrawals from this account. The Credit Union is under no obligation to honor withdrawal or transfer request or pay drafts which exceed the fully paid and collected balance in this account. The Credit Union may pay a draft on whatever date it is presented for payment, notwithstanding the date (or any limitation on the time of payment) appearing on the draft. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a draft. (4.) Periodic Statement - The Credit Union agrees to send a monthly account statement (unless there are no transactions in a particular month). In any case, you will get a statement at least quarterly. Any objections respecting items shown on the periodic statement of this account are waived unless made in writing to the Credit Union on or before the end of 30 days after the statement is mailed. You agree that paid drafts shall be the property of the Credit Union and will not be returned to you. (5.) Application of Uniform Commercial Code - Unless a contrary provision appears elsewhere in this agreement, you agree the following provisions of the Uniform Commercial Code will govern the rights and duties between the parties as if the Credit Union were a bank for the purpose of the following provisions: Uniform Commercial Code (Code of Alabama, Title 7) 7-4-205, 7-4-208, 7-4-303, 7-4-401, 7-4-403, 7-4-405, 7-4-406, and 7-4-407. The immediately preceding sections of the Uniform Commercial Code are expressly incorporated herein as aforesaid but all other sections of Article 4 of the Uniform Commercial Code are hereby expressly agreed not to be controlling of the rights and duties between you and the Credit Union. Upon receiving a request from the member(s), the Credit Union shall make available to you a copy of any paid draft charged to the account. The member(s) agree(s) that the availability of obtaining a copy of a paid draft upon request to the Credit Union constitutes a reasonable manner for purposes of the above Section 7-4-406 in which the Credit Union may make available paid drafts. The Credit Union may charge for this service in accordance with the fees established by the Board of Directors. (6.) Service Charge - The Credit Union does not impose a monthly service fee on this account. (7.) Insurance - This account is not covered by Share Savings insurance. The funds in the account shall be insured up to \$250,000 as part of the individual's total deposit balance at Solutions First Federal Credit Union by the National Credit Union Administration, an agency of the Federal Government. (8.) Amendments and Terminations - The Credit Union has the right to amend this agreement at any time by giving appropriate notice prior to the effective date of amendment. The Credit Union shall also have the right to terminate this account and to terminate all its liability hereunder by mailing a draft for the balance of the account to the address of any of the owners. (9.) Collectible Items - All non-cash items credited to the account shall be credited conditionally subject to their final payment, and such items may be charged back at any time until the proceeds thereof and monies have actually been received by the Credit Union. The Credit Union has the right to decline payment or delay payment of any withdrawal or drafts drawn against such credit. (10.) Ownership - If more than one person signs this agreement, you agree to create by this agreement a joint ownership with rights of survivorship in this account. If joint ownership exists, you hereby agree with each other and with the Credit Union that all sums now paid in/on deposit or hereto or hereafter paid in/on deposit by any or all said joint owners to the credit as such joint owners with all accumulations thereof shall be owned by them jointly, with rights of survivorship and shall be subject to withdrawal or receipt by any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment. You agree that the right or authority of the Credit Union under this agreement should not be changed or terminated for said owner or owners for any of them except by written notice through the Credit Union and shall not affect transactions heretofore made.

**Compounding and crediting.** Dividends will be compounded monthly and will be credited monthly. If you close your Money Market account before dividends are credited you will not receive accrued dividends. **Minimum balance requirements.** The minimum balance required to open this account is \$2,500.00. You must maintain an average daily balance of \$500.00 in your account to receive dividends. This is a tiered rate account. The dividend rate is determined by the average daily balance as calculated at the end of the calendar month. This account has 3 tiers upon which dividends will be paid (\$500.00-\$2,499.00, \$2,500.00-\$24,999.00, \$25,000-over) Please



refer to the Solutions First Federal Credit Union Truth In Savings Rate Disclosure or call 334-347-9000 for current rates. **Balance computation method.** Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. **Fees and charges.** See Solutions First Federal Credit Union. **Transaction limitations.** During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union or to a fee of \$30.00 per item.

**SOLUTIONS FIRST FEDERAL CREDIT UNION**  
**ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE**  
**SPECIFIC DISCLOSURE INFORMATION REQUIRED BY FEDERAL LAW**  
**Effective June 1, 2019**

The following disclosure is provided to you in accordance with Federal Law and only applies to consumer accounts.

**1. SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC TRANSFERS:** If you are issued a SFFCU Debit Card and a Personal Identification Number (PIN) or a Telephone Teller System Personal Identification Number (PIN), or if a government agency or your employer makes direct deposits of your pay or benefits to SFFCU and these are settled electronically, or if transfers are made to or from your account, to or from some other SFFCU member's account by our computer, or if you have arranged to pay certain recurring debts, such as insurance premiums, through electronic transfer, or information from your share draft has initiated a one-time electronic funds transfer you are afforded certain protection by the Electronic Funds Transfer Act.

**Tell us AT ONCE** if you believe your SFFCU Debit Card, or Personal Identification Number (PIN) has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Also, if your statement shows transfers that you did not make including those made by card, code, or other means, **TELL US AT ONCE**. You should also telephone us or write us at the number and address herein if you believe a transfer has been made using the information from your check without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) (plus your maximum overdraft line of credit and open end credit).

**SFFCU Debit Card** - You may be liable for the unauthorized use of your SFFCU Debit Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. If you tell the Credit Union after learning of the loss or theft of the Card your liability for unauthorized transactions using the Visa system is zero. For ATM transactions, Card transactions through a non-Visa network, Visa Commercial cards, Visa or Plus\* ATM or any ATM transactions, or to cards issued outside the United States if you tell the Credit Union within two (2) days after learning of the loss, theft of the Card your liability for unauthorized transactions is \$50.00 and \$500.00 if you do not tell the Credit Union within two (2) business days and if you do not tell us within sixty (60) days after the statement was mailed, you may not get back any money you lost if we can prove we could have stopped someone from taking the money had you told us in time. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase. These rules do not apply to other electronic transfers.

**2. TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSACTION.** If you believe your card or PIN has been lost or stolen or that someone has transferred money from your account without your permission, telephone us at the following number: (334) 347-9000, or write us at the following address: Solutions First Federal Credit Union, P. O. Box 311990, Enterprise, Alabama 36331. To report a lost or stolen Debit Card or Debit Card PIN after business hours call 800-472-3272.

**3. BUSINESS DAY DISCLOSURE.**

Our business days are Monday through Friday. Holidays and weekends are not business days.

**4. TYPES OF TRANSACTIONS AND SERVICES AVAILABLE.**

**A. SFFCU Debit Card**

You may use your Debit Card and PIN to withdraw cash from your share draft or share account. For security reasons there are limits on amounts you may withdraw each day. These limits will vary depending upon whether the ATM is at that moment being controlled by our host computer or whether the ATM is operating without host computer control. There are no charges for use of the SFFCU Debit Card or PIN to transact business on Automated Teller Machines owned by Solutions First Federal Credit Union. There is a \$15.00 fee for each additional SFFCU Debit Card requested after the initial issue. There is a \$5.00 fee for a replacement debit card due to fraud. There is a \$30.00 fee per occurrence if you withdraw from an account while the ATM is not connected to our host computer and this withdrawal causes an over withdrawal for which overdraft protection is not available. Some financial institutions charge a surcharge for the use of their ATMs. These fees, when charged, vary in amount. You should read the screen instructions carefully when using an ATM not owned by SFFCU to determine the amount of any surcharge. You may wish to cancel the transaction if an excessive surcharge is indicated. In our contract with you, we have reserved the right to keep your card and to refuse to make transactions at any time.

**B. Telephone Teller System**

You may use the Telephone Teller System from any Touch Tone phone to obtain balances and verify history of account transactions. At any particular time, some of these services may not be available. Certain restrictions not noted herein may be implemented without notice for security reasons.

**C. Electronic Check Transactions**

**a. Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of your electronic check conversion from your checking account just the same as a regular written check. If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees.

**b. Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorized the merchant to debit from your account is an electronic funds transfer subject to the same terms of the Electronic Funds Transfer Agreement and Disclosure. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payments of that re-presented check. In your affidavit, you must declare and swear, under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15 day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow procedures contained in the Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depository bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a poor stop payment order if the item is otherwise ineligible for collection.

**5. CIRCUMSTANCES IN WHICH WE WILL DISCLOSE ACCOUNT INFORMATION TO THIRD PARTIES.**

We will disclose information to third parties about your account or transactions you make only in order to comply with government agency or court orders or if you give us your written permission and where it is necessary for completing transactions.

**6. SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS.**

You will receive a printed receipt at the time you make any transaction using your SFFCU Debit Card unless you exercise an option to continue with your transaction after the ATM has advised you that the printer is inoperative and no receipt will be provided. You will receive a monthly statement showing all SFFCU Debit Card Transactions and all Telephone Teller System Transactions.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person, government agency or company and that payor does not provide you with a payroll notice, you may obtain information about your direct deposit by calling us on any of the following: Call our telephone teller (if you have a PIN number) at 1-800-445-0378. You will get an account statement at least quarterly if direct deposits are the only electronic transactions affecting your accounts.

**7. SUMMARY OF YOUR RIGHT TO STOP PAYMENT OF PRE-AUTHORIZED TRANSACTIONS.**

If you have told us in advance to make regular transfers out of your account, you can stop any of these transfers by calling or writing us in time for us to receive your request three business days or more before the transfer is scheduled, and if we do not do so, we will be liable for your losses or damages.

**8. SUMMARY OF OUR 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 contract with you, we will be liable for your losses or damages, with the following exceptions:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- c. If the ATM where you are making a cash withdrawal does not have enough cash.
- d. If the ATM or Telephone Teller System was not working properly and you knew about the malfunction when you started the transfer.
- e. If the funds in your account or accounts are subject to Court Order or other restriction preventing the transfer.
- f. There may be other exceptions stated in our contract(s) with you.

**9. SUMMARY OF OUR ERROR RESOLUTION PROCEDURE. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

In case of errors or questions about electronic funds transfers from your accounts or if you need more information about a transfer on the statement or receipt, telephone our EFT Coordinator at, (334) 347-9000, or write us at the following address: EFT Coordinator, Solutions First Federal Credit Union, P. O. Box 311990, Enterprise, Alabama 36331. Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transaction 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 tell you the results of our investigation 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days. 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.

If we decide that there was 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 you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\* If you give a notice of an error within 30 days after you make (1) the first deposit to your account, or (2) a point of sale transaction, or (3) a transaction initiated outside the U.S. its possessions and territories, we have 90 days instead of 45 days to investigate.

PLEASE FEEL FREE to contact the Credit Union with any questions you have concerning this notice.

## FACTS

### WHAT DOES SOLUTIONS FIRST 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 income
- Account balances and checking account history
- Credit history and transaction history

#### 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 Solutions First Federal Credit Union chooses to share; and whether you can limit this sharing.

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

To limit our sharing

Questions?

Please note: If you are a new member, we can begin sharing your information (30) days from the date we sent this notice. When you are no longer our member, we may continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.  
Call (334) 347-9000 or go to [www.solutionsfirstcu.com](http://www.solutionsfirstcu.com) for more information.

Who we are	
Who is providing this notice?	Solutions First Federal Credit Union
What we do	
How does SFFCU 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 SFFCU collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account or deposit money</li> <li>▪ pay your bills or apply for a loan</li> <li>▪ use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</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"> <li>▪ Sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Solutions First Federal Credit Union has no affiliates</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Solutions First Federal Credit Union does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include CUNA Mutual Insurance</i></li> </ul>