

## Deposit Account Rates as of **September 1, 2017** (\*Subject to Change)

### Primary Share (Savings)

- Dividend bearing account (tiered)\*
- No monthly service fee
- **\$5.00** deposit required-unavailable for withdrawal and held to secure your credit union membership
- Free access to Delta Community Credit Union's Online Banking

*Tiers	Rate	APY
\$0.00-\$999.99	<b>0.150%</b>	<b>0.15%</b>
\$1,000.00-\$9,999.99	<b>0.150%</b>	<b>0.15%</b>
\$10,000.00-\$24,999.99	<b>0.150%</b>	<b>0.15%</b>
\$25,000.00-\$49,999.99	<b>0.150%</b>	<b>0.15%</b>
\$50,000.00-\$99,999.99	<b>0.150%</b>	<b>0.15%</b>
≥\$100,000.00	<b>0.150%</b>	<b>0.15%</b>

### Value Checking

- Non-dividend bearing checking account
- No monthly service fee with a minimum or average balance requirement\*\*
- No charge for the first 100 combined items and only \$0.10 each over 100 items
- Unlimited use of Delta Community Credit Union's ATMs
- Free access to Delta Community Credit Union's Online Banking Services which include Online Bill Pay and Online Statements.

\*\*\$500.00 average daily balance or \$5,000 deposit balance or combined deposit and/or loan relationship totaling \$10,000 is required to avoid a \$5.00 monthly service fee.

### Business Checking

- Dividend Bearing account (tiered)\*
- No monthly service fee with a minimum or average balance requirement\*\*\*
- No charge for the first 500 combined items and only \$0.20 each over 500 items
- Unlimited use of Delta Community Credit Union's ATMs
- Free access to Delta Community Credit Union's Online Banking Services which include Online Bill Pay and Online Statements

*Tiers	Rate	APY
\$0.00-\$999.99	<b>0.050%</b>	<b>0.05%</b>
\$1,000.00-\$9,999.99	<b>0.100%</b>	<b>0.10%</b>
\$10,000.00-\$24,999.99	<b>0.100%</b>	<b>0.10%</b>
\$25,000.00-\$49,999.99	<b>0.100%</b>	<b>0.10%</b>
\$50,000.00-\$99,999.99	<b>0.100%</b>	<b>0.10%</b>
≥\$100,000.00	<b>0.100%</b>	<b>0.10%</b>

\*\*\*\$750.00 average daily balance or \$10,000 deposit balance or combined deposit and/or loan relationship totaling \$20,000 is required to avoid a \$10.00 monthly service fee.

### Business Money Market

- Dividend Bearing account (tiered)\*
- No monthly service fee
- No charge for the first 25 transactions per month\*\*\*\*; \$5.00 each for over 25 transactions
- Free access to Delta Community Credit Union's Online Banking

*Tiers	Rate	APY
\$0.00-\$24,999.99	<b>0.200%</b>	<b>0.20%</b>
\$25,000.00-\$99,999.99	<b>0.250%</b>	<b>0.25%</b>
\$100,000.00-\$499,999.99	<b>0.300%</b>	<b>0.30%</b>
\$500,000.00-\$999,999.99	<b>0.300%</b>	<b>0.30%</b>
≥\$1,000,000.00	<b>0.300%</b>	<b>0.30%</b>

\*\*\*\*Certain money market withdrawals are limited to 6 per month under Reg D, after which a fee may be charged. See Limits and Fees Disclosure for additional information.

Federally insured by NCUA.

## BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement ("Agreement") covers the responsibilities concerning accounts owned by the business or organization account owner ("Account Owner") and Delta Community Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean the Account Owner and each person signing a Business Services Application. The words "we," "us," and "our" mean Delta Community Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union.

1. **Contract.** Your account type(s) is(are) designated on your Business Services Application. Your account shall be held as a single/individual account in the name of the Account Owner. By signing a Business Services Application, you agree to the terms and conditions in this Agreement and Business Services Application, the Funds Availability Policy Disclosure, Rate Sheets, Fee Schedules, any Account Receipt, the Credit Union's Bylaws and policies, any amendments to these documents from time to time which collectively govern your membership and accounts, all applicable present and future federal and state laws and regulations, local banking customs, and the rules of any clearing house association with whom we may deal. The word "bylaws" means the Bylaws or the Code of Regulations of the Credit Union.

2. **Membership Eligibility.** To join the Credit Union the Account Owner must meet the membership requirements including, if applicable, the purchase and maintenance of the minimum required share(s) ("membership share"), as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. 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.

### 3. Account Access.

a. **Authorized Persons.** The following are persons authorized ("Authorized Person(s)") to establish and act on behalf of the Account Owner with respect to accounts held at the Credit Union.

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners;
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

b. **Authority.** Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner, and transact any business of any nature on such accounts including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more account;
- Signing drafts, checks and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any unauthorized transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If the account documents indicate that more than one signature is required to transact business, we will require the number of signatures stated on the account documents. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear such a facsimile signature.

c. **Access Options.** You may withdraw or transfer funds from your account in any manner we permit (e.g., in person or by automated teller machine, point of sale device, automatic transfer or other available electronic means, mail or telephone). Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses, or fees resulting from or imposed due to handling such a draft will be charged to your account.

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

4. **Deposit of Funds Requirements.** Funds may be deposited to accounts, in any manner approved by the Credit Union in accordance with the requirements set forth on our rate sheet(s) and fee schedule(s) applicable to business accounts. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them.

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 the Account Owner even if they are not endorsed. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. We may, but are not required, to accept for cash or other value checks, drafts, or items made payable to the Account Owner provided such items are endorsed with an original or facsimile signature of the required number of Authorized Persons. Endorsements must be made on the back of the share draft or check within 1½ inches from 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. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. 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 credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a 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 and preauthorized transfers by filling out a separate document. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. 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.

f. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

## 5. Electronic Funds Transfers.

a. Uniform Commercial Code Article 4A and Other Agreements. Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of 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. You may be provided with a separate document providing details about certain types of electronic funds transfer transactions available on your account. Any provisions in such documents purporting to limit your liability for unauthorized transactions, imposing liability on us for failing to stop a preauthorized electronic funds payment and imposing duties on us in the case of billing errors are not applicable to your account.

b. Fedwire Transactions. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J.

c. Authorization for Transfers/Debiting of Accounts. Any Authorized Person is authorized to make or order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. If a signature is required to authorize a funds transfer, the required number of signatures of Authorized Persons must be present before we will execute the transfer.

d. Right to Refuse to Make Transfer/Limitation of Liability. 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.

e. No Notice Required. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

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

g. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account.

h. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

i. Identifying Information. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number even if the number identifies a different person or financial institution.

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

k. **Security Procedures.** We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies are commercially reasonable verification of payment orders and other electronic funds transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers.

6. **Account Rates and Fees.** We pay account earnings and assess fees against your account as set forth in our business account rate sheet(s) and fee schedule(s). We may change our rate sheet(s) and fee schedule(s) at any time and will notify you as required by law.

**7. Transaction Limitations.**

a. **Withdrawal Restrictions.** We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding i) withdrawals or transfers; or ii) payments or non-payments of a share draft, except for those damages which may arise solely as a result of the Credit Union's negligence.

We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfers or payment orders which are drawn against insufficient funds may be subject to a service charge as set forth in our business account rate sheet(s) and fee schedule(s). If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between Account Owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) if (non-corporate account) a depositor is deceased or (corporate account) the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals. Although we are required by law to reserve the right to require seven (7) days advance notice prior to permitting withdrawals, we do not presently exercise this right.

b. **Transfer Limitations.** For accounts in which transfer limitations apply, during any month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, by telephone order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearinghouse ("ACH"). When a transfer exceeds these limitations we may refuse or reverse it, we may assess fees against your account, and we may suspend or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account. There is no limit on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also, no limit on the number of telephone requests for withdrawals in the form of a check, which is then mailed directly to you, although we may impose a fee for such services.

8. **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, our business account rate sheet(s) and fee schedule(s), the Account Deposit Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

**9. Overdrafts and Dishonored Items.**

a. **Overdrafts.** If on any day the available funds in your account are not sufficient to pay checks, drafts, fees, returned items and other items posted to your account, those amounts will be subject to our overdraft procedures or an overdraft protection plan you have established for your account. We are not required to pay any item that will exceed the available balance for your account or that will cause the approved credit limit on an overdraft protection plan to be exceeded. The available balance for your account is determined according to our funds availability policy. Whether the balance in your account is sufficient to pay an item may be determined at any time between presentation of the item and our midnight deadline with only one review of the account required. Items drawn on your account may be paid in any order we choose. We may return any item and are not required to notify you if your account or overdraft credit limit does not contain sufficient funds to pay the item. However, we may, at our discretion pay items that overdraw your account. By paying an item drawn on insufficient funds we do not agree to pay such items in the future. We may charge fees to your account, as set forth in our business account rate sheet(s) and fee schedule(s), for items drawn on insufficient funds regardless of whether we pay the item or return it. If we pay an item, impose a fee or post an item that overdraws your account, you must repay the amount according to requirements of our overdraft policy.

b. **Dishonored Items.** We may redeposit items taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain sufficient funds to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.

10. **Checks Presented for Payment in Person.** We may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment. If we agree to cash a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the fee schedule(s) applicable to business accounts.

11. **Postdated and Statedated Drafts.** You agree not to draw or issue any draft that is postdated. If you do draw or issue a draft that is payable on a future date, we shall have no liability if we pay the draft before its payment date. You agree not to deposit drafts,

checks, or other items before they are properly payable. We are under no obligation to pay a draft/check drawn on your account that is presented more than six (6) months after the date it was written. If, however, the draft/check is paid against your account, the Credit Union shall have no liability for such payment.

**12. Foreign Currency.** All drafts drawn on your account shall be payable in currency of the United States of America. You agree not to draw a draft payable in any foreign currency. If you give us an order to pay the draft in foreign currency, we shall have the right to return the draft unpaid. If, however, we should pay the draft we shall not be responsible for the currency conversion and any fees assessed for collection, and you shall be bound by our determination of the currency conversion rate and the data and manner in which we make the conversion.

**13. Stop Payment Orders.**

a. **Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. In the states of Florida and Texas we have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing. The stop payment will be effective if the Credit Union receives the order within a reasonable time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

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

c. **Liability.** Fees for stop payment orders are set forth on our fee schedule(s). You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any Account Owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**14. 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 or elsewhere in this Agreement. 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 are not liable if drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible even though a draft is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**15. Unauthorized Use of Check Writing and Facsimile Signature Equipment.** You are responsible for maintaining the security of all facsimile signatures, check writing equipment, and supplies. You must promptly notify us in writing of any checks that have been lost or stolen or the unauthorized use of facsimile signature equipment and the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of such facsimile signature.

**16. Pledge of Shares/Statutory Lien.** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and, all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending on 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 state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. **Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law.** If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**17. Transfer of Account.** All accounts are nonassignable and nontransferable to third parties except by us.

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

**19. 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 in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; or (4) you give us written permission. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

## 20. Notices.

- a. Name or Address Changes. You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. Any change of address notification received from the U.S. Postal Service will be treated as if you notified us. We may, if we choose, accept oral notices of a change in address and may require any other notice from you to us be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule(s).
- b. Notice of Amendments. Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law.
- 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 and will be effective whether or not received by you.
- 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.

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

## 22. 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. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the 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 a reasonable time of receiving your statement, we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within thirty-three (33) days of the mailing date of the statement. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. Notice to the Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. The notice must specifically describe the transaction, include photocopies or other images of the relevant items, if returned to you, and:
- Your account number
  - The dollar amount
  - Our transaction reference, if any.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

- d. Address. If we mail you a statement, we will send it to the last known address shown on our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown on our records.

**23. Inactive Accounts.** For accounts held at credit unions located in states other than California and Ohio: If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in our rate sheet(s) and fee schedule(s) during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee as set forth on our rate sheet(s) and fee schedule(s) 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 all funds in an inactive or dormant account 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. **For accounts held at credit unions located in California:** If, for a period of three (3) years, you have not: (1) increased or decreased the amount in your account; (2) corresponded with us in writing concerning your account; or (3) otherwise indicated an interest in the account as evidenced by a memorandum in our files, the funds will be turned over to the state. We will notify you as required by state law before paying the funds in your account to the state. 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. 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. **For accounts held at credit unions**

**located in Ohio:** Funds in your account will become "unclaimed funds" under ORC Ch 169 if, over a five (5) year period you do not: (1) increase, decrease or adjust the amount of funds in your account; (2) assign or encumber your account; (3) receive payment of your account; (4) correspond with us about your account; (5) otherwise indicate an interest in your account; or (6) transact business with the Credit Union. **For accounts held at state chartered credit unions located in Tennessee:** If you do not make a deposit or withdrawal for at least one (1) year and your account balance is less than \$25.00, we may transfer the account balance to the Credit Union's regular reserve account. We will notify you at least thirty (30) days before taking such action.

**24. Termination of Account.** We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any draft, transfer or item after your account is terminated; however, if we pay a draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance left in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or liability for any drafts in process.

**25. Termination of Membership.** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, 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.

**26. Death of Account Owner.** If the account is in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay drafts or honor other payments or transfer orders authorized by the Account Owner 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 drafts or other items. We may require anyone claiming a deceased Account 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 that is an individual or organized as a sole proprietorship.

**27. Waiver of Rights.** We reserve the right to waive the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

**28. 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 this Agreement.

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

**30. 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 in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time.

**31. Waiver of Trial by Jury and Agreement as to Location of Legal Proceedings.** As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

**32. Negative Information Notice.** We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**33. 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.

**34. Visa Account Updater (VAU).** VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (Card Numbers and Expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. The service provides updates to a Visa® database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call 1-800-544-3328 to do so.

**35. Consent to Contact.** You agree that we and/or our subsidiaries and third-party debt collectors may contact you by telephone or text message at any telephone number associated with your membership, including wireless telephone numbers (i.e. cell phone numbers), which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as proscribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages and/or use of an automatic dialing device. You may withdraw the consent to be contacted at your wireless telephone number(s) at any time (i) by written notice to us at Delta Community Credit Union, Attention: Personal Deposit Services, 1025 Virginia Avenue, Atlanta, GA 30354, (ii) by email to [personal.deposits@deltacommunitycu.com](mailto:personal.deposits@deltacommunitycu.com), (iii) by telephone at (404) 715-4725 or (iv) by any other reasonable means. Your withdrawal of consent will not affect certain fraud-related calls, alerts and/or messages, but may lead to service issues if we are unable to call you on your wireless telephone number(s) for routine account maintenance. If you have provided or provide wireless telephone number(s) to us in connection with your account(s), you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) that you provide to us. You agree to indemnify us and our subsidiaries and third-party debt collectors, and hold us and our subsidiaries and third-party debt collectors harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including any attorneys' fees) that arise out of your breach of any of the foregoing representations and agreements.



## IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS

Delta Community Credit Union

Business Services

P. O. BOX 20541

ATLANTA, GA 30320-2541

404-715-4725

### ELECTRONIC FUND TRANSFERS: YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties** - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to **preauthorized credits** whereby you make arrangements for certain direct deposits to be accepted into your checking account and **preauthorized payments** whereby you make arrangements to pay certain recurring bills from your checking account.

**Audioline Transactions** - You may access your account by telephone using your personal identification number (PIN) and account number by dialing 404-715-4725 or 800-334-7536 24 hours per day to transfer funds from checking, savings or loans and make payments from savings, checking or loans. You can also get balance and transaction information about checking, savings or line of credit.

**ATM Card Transactions** - You may access your account(s) by ATM using your ATM card and personal identification number (PIN) to deposit funds to checking or savings, withdraw cash from checking or savings, transfer funds from checking, savings or loans, make payments from checking, savings or loans and get balance information about checking, savings or loans. You may also get withdrawal history about checking, savings or loans, get deposit history about checking or savings and get transaction history about checking, savings or loans

Some of these services may not be available at all terminals.

**Debit Card ATM Transactions** - You may access your account(s) by ATM using your Debit Card and your personal identification number (PIN) to deposit funds to checking, savings or loans, withdraw cash from checking, savings or loans, transfer funds from checking, savings, or loans and make payments from checking, savings and from loans to loans. You may also get balance information about checking, savings or loans, get withdrawal history about checking, savings or loans, get deposit history about checking or savings and get transaction history about checking, savings or loans.

Some of these services may not be available at all terminals.

**Debit Card Point-Of-Sale Transactions** - You may access your checking account(s) by debit card to do transactions that participating merchants will accept, including purchase goods in person, by phone, or online, pay for services in person, by phone, or online and get cash from a participating merchant or financial institution.

**ATM Operator/Network Fees** - 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).

**Security Limitations** - For security reasons, there are other limits on the number of transfers you can make using our terminals and point-of-sale transfer service.

## Documentation

**Terminal Transfers** - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Periodic Statements** - You will get a monthly account statement from us for your checking account(s).

## Preauthorized Transactions

**Preauthorized credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 404-715-4725 to find out whether or not the deposit has been made.

## Preauthorized Payments

**Right to stop payment and procedure for doing so** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**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.)

## Unauthorized Transfers

**Contact in event of unauthorized transfer** - If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

## Error Resolution Notice

In case of errors or questions about your electronic transfers, call us at the telephone number listed in this disclosure, 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.

- 1) Tell us your name and account number (if any).
- 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.

We may require that you also send us your complaint or question in writing within 10 business days.

We will tell you the results after completing our investigation.

## Delta Community Credit Union's Liability

**Liability for failure to stop payment of preauthorized transfer** - If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Liability for failure to make transfers** - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2) If you have an overdraft line and the transfer would go over the credit limit.
- 3) If the automated teller machine where you are making the transfer does not have enough cash.
- 4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- 5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 6) There may be other exceptions stated in our agreement with you.

**Confidentiality**

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

- 1) where it is necessary for completing transfers; or
- 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3) in order to comply with government agency or court orders; or
- 4) as described in our privacy policy disclosure, provided separately.

If you have inquiries regarding your account, please contact us at:

**Delta Community Credit Union**

**Attention: Business Services**

**3250 Riverwood Parkway**

**Atlanta, GA 30339**

**Open Monday through Friday, holidays not included.**

**Phone: 404-677-8691 or 866-608-3228**

**IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS**  
**Delta Community Credit Union**  
**Business Services**  
**P.O. BOX 20541**  
**ATLANTA, GA 30320-2541**  
**404-715-4725 or 800-544-3328**

**LIMITS & FEES DISCLOSURE**

The following fees may be assessed against your account and the following transaction limitations (if any) apply to your account:

Membership fee	\$5.00
Check printing fee	Fee depends on style ordered
Official check	\$5.00 per check
Money order	\$5.00 per order
Overdraft/Excessive (Reg D) from Primary Share or Money Market Account	\$20.00 per applicable transfer after 6 per month
Excessive transfer from Money Market Account	\$20.00 per transfer after 25 per month
Non-Sufficient Funds (NSF, including ACH overdraft)	
1 or more overdraft item returned per calendar year	\$35.00 per item
Overdraft transfer fee	\$3.00 for each Overdraft Transfer from loans and Visa®
Transaction history	\$1.50 per request
Account research	\$25.00 per hour & \$.30 per copy
Account balancing assistance	\$25.00 per hour
Non-conforming check	\$12.00 per item
Copy of paid check (with trace number provided)	\$1.50 per item
Copy of statement	\$3.00 per statement
Copy of IRS form	\$1.50 per form
Outgoing fax	\$5.00 first 3 pages, \$1.00 each additional page
Pay by phone loan payment	\$8.00 per transfer
Stop payment request	\$25.00.00 per item
Domestic wire transfer (outgoing)	\$20.00 per transfer
International wire transfer (outgoing)	\$40.00 per transfer
Court order processing fee	\$50.00 per order, or the maximum allowed by law
Inactive account fee	\$5.00 per month
An account is inactive if the total of your combined account balances (deposits and loans) falls below \$60 and you have not made any transactions for 6 months to any account (deposits and loans).	
Foreign transaction fee	1% of the foreign transaction
Returned deposited/cashed item:	
Local items	\$12.00 per item
Foreign items	\$20.00 US & Canadian; \$40.00 other currency
Foreign check fee	\$1.5% of check amount, \$20 minimum
Cash orders	\$1 per \$1,000
Cash deposits	\$1 per \$1,000 greater than \$10,000

## Privacy and Opt-Out Notification

FACTS	WHAT DOES DELTA COMMUNITY 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 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"> <li>• Social Security Number and Credit Score</li> <li>• Income and Employment Information</li> <li>• Purchase History and Payment History</li> </ul>
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 Delta Community Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Delta Community 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	<b>YES</b>	<b>NO</b>
<b>For our marketing purposes-</b> to offer our products and services to you	<b>YES</b>	<b>YES</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>YES</b>
<b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences	<b>YES</b>	<b>NO</b>
<b>For our affiliates' everyday business purposes-</b> Information about your creditworthiness	<b>YES</b>	<b>YES</b>
<b>For our affiliates to market to you</b>	<b>YES</b>	<b>YES</b>
<b>For nonaffiliates to market to you</b>	<b>YES</b>	<b>YES</b>

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 1-800-544-3328 or 404-715-4725 or</li> <li>• Visit us online: <a href="http://www.DeltaCommunityCU.com">www.DeltaCommunityCU.com</a></li> </ul> <p><b>Please note:</b> If you are a <i>new</i> member, we can begin sharing your information <u>30</u> days from the date we sent this notice. When you are <i>no longer</i> our customer, we can continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	Call 1-800-544-3328 or go to <a href="http://www.DeltaCommunityCU.com">www.DeltaCommunityCU.com</a>

<b>What we do</b>	
<b>How does Delta Community Credit Union protect my personal information?</b>	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.
<b>How does Delta Community Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an Account</li> <li>• Apply for a Loan</li> <li>• Give us your Contact Information</li> </ul> <p>We also collect your nonpublic personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<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 nonaffiliates to market to you</li> </ul>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include financial companies such as Members Insurance Advisors.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include insurance companies, service providers and other financial institutions.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include insurance companies and service providers.</li> </ul>

**IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS**  
**Delta Community Credit Union**  
**Business Services**  
**P.O. BOX 20541**  
**ATLANTA, GA 30320-2541**  
**404-715-4725**

**BUSINESS SERVICES WIRE TRANSFER SERVICE AGREEMENT & DISCLOSURE**

**THIS AGREEMENT & DISCLOSURE** details the terms and conditions that apply when the member ("**Member**") requests that Delta Community Credit Union ("**Credit Union**") provide for the wire transmission of Member's funds from Member's designated accounts.

**1. Scope**

- a) **Terms and Conditions.** Member agrees to submit wire transfer requests ("**Request**") to Credit Union in accordance with the terms and conditions of this Agreement & Disclosure and in accordance with applicable laws including all applicable payment system rules, national payment system rules and any applicable laws and regulations of the receiving country of your wire transfer. In all other respects, the terms and conditions of the Business Membership and Account Agreement with Credit Union supplement this Agreement & Disclosure and apply to any such Request. If there is a conflict between these agreements, this Agreement & Disclosure shall control with respect to wire transfers.
- b) **Service Description.** Member authorizes Credit Union to transfer funds from any accounts which are designated on the Request. Credit Union, subject to its then current security procedures, will execute wire transfers in accordance with Requests from one of the authorized users of Member designated on the Business Services Membership Application. Funds must be available in the account specified in the Request at the time the Request is made. Credit Union will not search for funds in accounts other than the one specified in the Request.
- c) **Fedwire Notice.** In connection with Member's use of this service, Credit Union notifies Member of the following:
  - i) Credit Union may use Fedwire when acting upon Member's Request;
  - ii) Any subsequent financial institution may use Fedwire when carrying out Member's Request; and
  - iii) The rights and obligations of Credit Union and Member in a wire transfer intended to carry out Member's Request, any part of which is carried out through the use of Fedwire, are governed by Fedwire regulations.

**2. Responsibilities**

- a) **Requests.** Each time Member sends a Request to Credit Union, Member makes the following representations and warranties: (i) all transaction details provided to Credit Union in connection with the initiation of the Request are complete, truthful and accurate; (ii) the Request is for Member's direct benefit and you have not resold, nor allowed any third party to re-sell, access or subcontract through use of "payable-through" or "concentration" accounts or otherwise any feature or aspect of the wire transfer service to any other person or entity; and (iii) that Member is in compliance with applicable laws in connection with the Request.
- b) **Security.** Member agrees that Credit Union's security procedures in the Security Procedures section of this Agreement & Disclosure are commercially reasonable, and Member agrees that Credit Union may use such procedures to detect an unauthorized Request prior to accepting Member's Request. Member furthermore agrees to be bound by any wire Request whether or not authorized, issued in Member's name and accepted by Credit Union in compliance with the aforementioned security procedures. Member acknowledges that Credit Union reserves the right to change its security procedures from time-to-time.
- c) **Passwords and Codes.** Credit Union may assign to Member one or more confidential passwords or codes to be used in requesting wire transfers. When so assigned, Requests will not be acted upon without use of correct codes. Member has the responsibility of maintaining the confidentiality of such passwords and codes and for notifying Credit Union if it is suspected that the code has been compromised.
- d) **Recording and Records.** Member authorizes Credit Union, at Credit Union's discretion, to record electronically all telephone calls between Credit Union and any person acting on Member's behalf, and to keep those recordings as long as Credit Union considers it necessary. Member assumes the duty of obtaining the required consents from its authorized users for these recordings. If Credit Union's records about a Request are different than Member's records, Credit Union's records will govern. Credit Union's records include its written records and any voice recordings about wire transfers.
- e) **Payment to Credit Union.** Unless otherwise agreed to in writing, Member must pay Credit Union the amount of the wire transfer, plus any applicable fees, before Credit Union will execute Member's Request. Fees applicable to wire transfers are published by Credit Union and are subject to change from time to time at the sole discretion of Credit Union.

- f) **Acceptance and Execution of Request by Credit Union.** Member's Request is considered accepted by Credit Union when Credit Union executes it. Member acknowledges that Credit Union maintains deadlines for accepting wire transfer requests. If Member's Request is received prior to the deadline it will be executed by Credit Union that wire transfer business day. A Member's Request received after the deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of Credit Union. No instructions or other restrictions limiting Credit Union's acceptance of Member's Requests shall be effective unless accepted and agreed to in writing by Credit Union. However, Credit Union at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by Member.
- g) **Rejection of Wire Transfer.** Credit Union has a right, in good faith and our sole discretion, to reject Member's Request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request or the Request is incorrect, incomplete or unsatisfactory for any reason, Credit Union's inability to execute the wire transfer for any reason set forth in this Agreement & Disclosure or other materials (including any processing limits we may establish), executing the Request would create for us a risk of violating applicable law or an unacceptable risk or if Credit Union is unable to verify the authenticity of Member's Request in accordance with the security procedures established by the Credit Union or the Credit or the Credit Union otherwise believes that the Request is not authentic. Credit Union may also reject a request if it is or we believe it would be returned for any reason under the applicable national payment system rules of the receiving country of your transaction. Credit Union will notify Member by phone or mail if it rejects the Member's Request.
- h) **Cancellation or Amendment of Wire Transfer Request.** Member may not be able to cancel or amend a Request after it is received by Credit Union. However, Credit Union may at its discretion use reasonable efforts to act on Member's Request for cancellation or amendment. Credit Union shall have no liability if such cancellation or amendment is not effected. Furthermore, Member agrees to indemnify and hold Credit Union harmless from any and all liabilities, costs, and expenses Credit Union may incur in attempting to cancel or amend the wire transfer.
- i) **Repetitive Transfers.** If Credit Union or Member determines that Requests have become repetitive, Credit Union may assign a repetitive number to Member's Request. If Credit Union does so, Member may utilize such number and any confidential password assigned by Credit Union as part of an expedited procedure in communicating such Requests to Credit Union in the future. Credit Union may execute Requests containing this number and any such password or code.
- j) **Erroneous Requests.** Member acknowledges and agrees that when Member provides Credit Union with a name and account number when requesting a wire transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by Member. Member agrees that its obligation to pay the amount of the wire transfer to Credit Union is not excused in such circumstances. Member agrees that Credit Union shall not be responsible for any delay arising out of Credit Union's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities, in any Request.
- k) **Account Statements.** All wire transfers will be reflected on Member's periodic statement. In some cases Credit Union will also notify Member in writing, electronically, or by a report produced by one of Credit Union's information reporting services. Member should review each statement or other such Credit Union notice for any discrepancies in connection with wire transfers. If Member thinks a wire transfer is incorrect or needs more information about a wire transfer, Member must contact Credit Union in writing upon discovery of the error or within 33 days after the first notice or statement which has a discrepancy is mailed, whichever is earlier. Failure to do so will relieve Credit Union of any obligation to compensate Member for the amount of an unauthorized or erroneous wire transfer.
- l) **Methods used to make the Wire Transfer.** Credit Union may select any means for the transmission of funds which it considers suitable, including but not limited to Credit Union's own internal systems or Fedwire. Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within Credit Union's control.
- m) **Authorization Changes.** Member agrees that only authorized users listed in the Business Services Application may initiate or verify Requests with Credit Union. Changes by Member in any information supplied to Credit Union or any changes in the designated account numbers or authorized users shall not be binding upon Credit Union until Credit Union has received actual written notice of the changes at the address of Credit Union designated in Section 4(g) of this Agreement & Disclosure and has had reasonable time to implement them.

### 3. Liability

- a) **Duty of Reasonable Care.** Credit Union shall exercise good faith and reasonable care in processing Member's wire transfers. Member shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating wire transfer Requests to Credit Union, and in reviewing periodic statements or notices for any discrepancies. Member is responsible for ensuring the accuracy of Requests and Credit Union has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of Requests containing erroneous information.
- b) **Liability of Credit Union.** Credit Union shall be liable for Member's lost interest and Member's expenses directly related to Member's Request if Credit Union fails to exercise ordinary care. Credit Union is not liable in any case for



any special, indirect, exemplary, or consequential damages (including lost profits) of any kind or for the rejection of a Request pursuant to the terms of this Agreement & Disclosure. Compensation for loss of interest or use of funds will be, at Credit Union's option, in the form of an adjustment to Member's accounts to reflect the average balance on Member's account analysis that would have resulted had no error or delay occurred, or by a direct credit to Member's account, not to exceed Credit Union's actual cost of funds for the period and amount in question. The adjustment will be computed on a daily basis.

- c) **Liability of Member.** Member shall be liable for any loss or damage resulting from Member's breach of this Agreement & Disclosure or to which Member's negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by Member or Member's current or former authorized users. Such liability includes instances when a current or former authorized user affects one or more wire transfers to Member's detriment.

#### 4. General

- a) **Amendments.** Credit Union may amend this Agreement & Disclosure including the security procedures upon written notice to Member.
- b) **Waiver and Severability.** Credit Union or Member may delay exercising their rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement & Disclosure, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement & Disclosure, and the application to any person or set of circumstances is not impaired or otherwise affected.
- c) **Termination.** This Agreement & Disclosure may be terminated in the following circumstances:
- i) Either party may terminate this Agreement & Disclosure with or without cause by giving 30 days prior written notice. Such termination shall not affect transfers made prior to receipt and implementation of the termination notice; and/or
- ii) Notwithstanding section 4(c)(i), Credit Union may terminate this Agreement & Disclosure immediately at any time upon telephone notification to an authorized user of Member, followed by written notification, if (A) Credit Union reasonably deems itself insecure, (B) Member has breached this Agreement & Disclosure, or (C) Credit Union becomes aware of information which may indicate illegal or improper transactions.
- d) **Choice of Law.** The rights, duties, and liabilities of parties to this Agreement & Disclosure shall be subject to the laws of the State of Georgia, including but not limited to UCC Article 4A as in effect in the State of Georgia. If any part of a wire transfer involves the use of Fedwire, the rights and obligations of Credit Union and Member regarding that wire transfer are governed by Regulation J of the Federal Reserve Board.
- e) **Venue.** Member irrevocably submits to the jurisdiction of the federal court presiding in Fulton County, Georgia and agrees that in any action brought hereunder venue shall be placed in Fulton County, Georgia and that Member will not claim that such a forum is inconvenient.
- f) **Attorney Fees.** In the event of litigation concerning the subject matter of this Agreement & Disclosure, the prevailing party's legal fees, court costs, and other related expenses shall be paid by the other party.
- g) **Notices.** Except as otherwise provided, all written correspondence shall be addressed as follows:

Delta Community Credit Union  
Attn: Business Services  
3250 Riverwood Parkway  
Atlanta, GA 30339

#### 5. Security Procedures

All Requests must be initiated in person, by telephone, facsimile or online at [www.deltacommunitycu.com](http://www.deltacommunitycu.com). Credit Union will record or log all requests in person or by telephone. Requests made by facsimile or online are automatically logged and archived. Credit Union performs additional verification checks for telephone initiated Requests including but not limited to positive verification of specific account information on Member's profile. In addition, Credit Union performs callback verifications on all facsimile or online Requests to the telephone number(s) of Member on file. An authorized user of Member must answer such callback and positively confirm the Request to Credit Union. Without such positive verification, the wire transfer request will not be completed by Credit Union.

**IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS**  
**Delta Community Credit Union**  
**Business Services**  
**P.O. BOX 20541**  
**ATLANTA, GA 30320-2541**  
**404-715-4725 or 800-544-3328**

**BUSINESS DEPOSIT ACCOUNT TERMS AND CONDITIONS**

**Rate information** – The dividend rates for Business Primary Share, Business Checking and Business Money Market are determined at the discretion of the board of directors and expressed in terms of APY. Value Checking accounts do not pay dividends. As of the last dividend declaration date, the dividends paid are below, based on the average daily balance method. Dividends paid are applied to the entire balance of your account. The dividend rates are accurate as of **September 1, 2017**. If you would like more current rate information, please call us at 404-715-4725. The dividend rates may change monthly.

<b>Business Primary Share</b>		<b>Business Checking</b>	<b>Business Money Market</b>	
<b>Tier 1 (≤ \$999.99)</b>	<b>0.15%</b>	<b>0.05%</b>	<b>Tier 1 (≤ \$24,999.99)</b>	<b>0.20%</b>
<b>Tier 2 (\$1,000.00-\$9,999.99)</b>	<b>0.15%</b>	<b>0.10%</b>	<b>Tier 2 (\$25,000.00-\$99,999.99)</b>	<b>0.25%</b>
<b>Tier 3 (\$10,000.00-\$24,999.99)</b>	<b>0.15%</b>	<b>0.10%</b>	<b>Tier 3 (\$100,000.00-\$499,999.99)</b>	<b>0.30%</b>
<b>Tier 4 (\$25,000.00-\$49,999.99)</b>	<b>0.15%</b>	<b>0.10%</b>	<b>Tier 4 (\$500,000.00-\$999,999.99)</b>	<b>0.30%</b>
<b>Tier 5 (\$50,000.00-\$99,999.99)</b>	<b>0.15%</b>	<b>0.10%</b>	<b>Tier 5 (≥\$1,000,000.00)</b>	<b>0.30%</b>
<b>Tier 6 (≥\$100,000)</b>	<b>0.15%</b>	<b>0.10%</b>		

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

**Compounding frequency** – Dividends will be compounded monthly.

**Crediting frequency** – Dividends will be credited monthly.

**Dividend period** – For these account types, the dividend period is monthly. 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 January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the same as the ending date of a dividend period and for the example above is January 31.

**Average daily 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. The period we use to make this calculation is monthly.

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

**Effect of Account Closing** – If you close your account before dividends are paid, you will be paid the accrued dividends for the period up to the account closing

**Deposit limitations** – You may make an unlimited number of deposits into your account.

**Par value of a share** – The par value of a share is \$5.00

**Bylaw requirements** – You must complete payment of \$5.00 into your share savings account(s) as a condition of admission to membership. This payment for your membership share may be held and unavailable for use, for the duration of your membership, to secure your required membership share.

**National Credit Union Share Insurance Fund** – This credit union is federally insured by the National Credit Union Administration.

**BUSINESS PRIMARY SHARE AND MONEY MARKET:**

**Limitation on frequency of transfers** – These non-transactional accounts are subject to Federal Reserve Board Regulation D (Reg D). During any monthly statement cycle, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized, automatic, computer transfer or telephone order. These are considered Reg D transfers. If you

exceed the transfer limitations set forth above in any statement period, your account will be subject to a fee per transaction and/or closure by DCCU. We may require you to give written notice of seven (7) days to sixty (60) days prior to any intended withdrawals. Although we are required by law to reserve the right to require seven (7) days advance notice prior to permitting withdrawals, we do not presently exercise this right.

## CHECKING ACCOUNTS

### VALUE CHECKING:

**Minimum balance to avoid a fee** – If, during any month, your average daily balance falls below \$500.00, your account will be subject to a \$5.00 Service Fee for that month. 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** – The following fees and charges apply to this account:

\*Service Fee: \$5.00 per month

\*Per Item Fee: No charge for the first 100 combined transactions and \$0.10 per item over 100

### BUSINESS CHECKING:

**Minimum balance to avoid a fee** – If, during any month, your average daily balance falls below \$750.00, your account will be subject to a \$10.00 Service Fee for that month. 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** – The following fees and charges apply to Business Checking accounts:

\*Service Fee: \$10.00 per month

\*Per Item Fee: No charge for the first 500 combined transactions and \$.20 per item over 500

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**FUNDS AVAILABILITY DISCLOSURE**

Your Ability to Withdraw Funds from Your Checking Account at Delta Community Credit Union:

**General Policy:** Our policy is to make funds from your cash and check deposits, including those made at Delta Community Credit Union branches and Shared Service Centers, available to you on the business day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you may withdraw the funds in cash and we will use the funds to pay checks that you have written.

Funds from deposits of cash, wire transfers, cashier's, certified, teller's, travelers', official and federal, state and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, these checks must be payable to you (also see section for when longer delays may apply).

If your deposit amount is more than \$3,000 and made at a Delta Community Credit Union branch or a Shared Service Center, a hold will be placed on the funds. The first \$100 will be available on the day of your aggregate deposit and the remaining funds will be available on the second business day after the day of your deposit.

For determining the availability of your deposits, every day is a business day except Sunday and federal holidays.

If you make a deposit 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 4:00 p.m. local time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Special note: Each location has its own business hours; however 4:00 p.m. is the earliest cut-off time that applies. If you make a deposit in one of Delta Community Credit Union's drop boxes, funds are considered deposited on the day on which the deposit is removed from such facility and is available for processing.

**Deposits at Proprietary and Nonproprietary Automated Teller Machines:** If you make deposits (cash or any type of checks) at any automated teller machines (ATMs) identified as ours with the Delta Community Credit Union name, your deposit will be available on the second business day after the day of your deposit. If you make a deposit at an ATM that is **not** identified as ours with the Delta Community Credit Union name, your deposit will be available on the fifth business day after the day of your deposit.

**Longer Delays May Apply:** Funds you deposit by any type of check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- 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 communication or computer equipment.
- You deposit checks totaling more than \$3,000 on any one day.

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. The first \$100 will be available on the day of your deposit and the remaining funds will generally be available no later than the seventh business day after the day of your aggregated deposits, depending on the type of deposit and where the deposit was made.

**If you will need the funds from a deposit right away, you should ask us when the funds will be available.**

**Special Rules for New Accounts:** If you are a new member, the following special rules may apply during the first ninety (90) 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, cashier's, certified, teller's, travelers', official and federal, state and local government checks and the first \$100 of each deposit of other checks will be available on the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The remaining funds will be available on the second business day after the day of your deposit.

**Member Responsibility:** Even when we have already made funds available for withdrawal, you are still responsible for any problem with the deposit, such as the return of a deposited check.

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**INFORMATION REGARDING ELECTRONIC FUNDS TRANSFERS AND ONLINE BANKING ACCOUNT PROTECTION**

This notice is to remind you about the risks, responsibilities and protections you enjoy as it relates to electronic and Online Banking. Despite our best efforts to protect your account from being compromised, whether it is from an attempted account takeover, ID theft, fraud, etc., this activity unfortunately still occurs and affects all financial institutions, not just Delta Community Credit Union. We believe the better informed and proactive our members are, the better we can collectively help secure your accounts. Please read this notice carefully and also refer to the complete *Electronic Fund Transfers: Your Rights and Responsibilities* disclosure for more information.

**Protection & Liabilities with Electronic Fund Transfers and Online Banking**

- You are responsible for all transfers you authorize using any Electronic Fund Transfer device, including Online Banking. Tell us at once if you believe your card and/or code have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. You could lose all the money in your account (plus your maximum overdraft line of credit.);
- For unauthorized ACH transactions, if you have authorized a third-party to initiate electronic fund transfers (ACH) between your account and the third party, and you believe that an unauthorized transaction has occurred, you must notify us within twenty four (24) hours from the time the item posts to your account. If you do not tell us within twenty four (24) hours of the time the unauthorized ACH item posts to your account, you may lose the right to return the unauthorized ACH item. Unauthorized ACH items returned after twenty four (24) hours of posting may be rejected by the Originator and could mean a loss of funds for your business per the ACH rulebook.

**Security Information and Recommendations**

The security of your account is important to you and the Delta Community Credit Union. While we take steps to protect your account, there are things you can do as a member to help further secure and safeguard your account. Because business accounts have fewer statutory protections than consumer accounts, we believe it is especially important for you to take the following recommendations, suggestions and information into consideration, where, when and as appropriate:

- We (Delta Community Credit Union) will never request your Online Banking credentials from you. If this occurs, do not provide the requested information and contact us immediately. On occasion we will require that you authenticate the access device you are using if our system does not recognize it using a one-time passcode sent to the primary authorized user's e-mail address or text message to their mobile device information on file. If necessary, this authentication will be required before any transactions can be initiated or any personal information is changed within our system.
- Because of the risk of losing all available funds in your account for certain transaction types, we highly recommend that your company perform a related risk assessment and controls evaluation periodically to ensure access devices, PINs, access codes, login credentials and signature specimens are secure. All available steps should be taken to ensure procedures are followed that continue to safeguard these items, for your protection.
- Consider using dual controls. Require authorized users to log in to Online Banking using browsers that do not remember them upon subsequent logins. This will force one-time passcode authentication to occur on every transaction with the primary authorized user on the account.
- Consider segregating devices used for online banking and other business functions.
- Control the use and dissemination of online banking credentials such as usernames and passwords.
- Update your passwords, PINs and access codes frequently and use more robust password combinations that do not reference personal characteristics or easy-to-discover information about you and/or your company. It is never a good idea to use our name, date of birth, pet's name, business name, numbers in succession, etc. for your password.
- Review the transaction history on your account often; we recommend daily. Some protections against your loss expire within twenty-four (24) hours of the posting of the questionable activity on your account.