

ALL IN CREDIT UNION  
238 VIRGINIA AVENUE, P.O. DRAWER 8  
DALEVILLE, ALABAMA 36332  
Phone: 334.598.4411

## AGREEMENTS AND DISCLOSURES

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**THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT AND DISCLOSURES, FUNDS AVAILABILITY POLICY, AND PRIVACY POLICY DISCLOSURE, TOGETHER WITH ANY OTHER RELATED DOCUMENT AND/OR OTHER AGREEMENTS AND DISCLOSURES ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. IT IS YOUR RESPONSIBILITY TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US IMMEDIATELY IF ANY PROVISION IS UNCLEAR.**

**IMPORTANT ACCOUNT OPENING INFORMATION** – Federal law requires us to obtain sufficient information to verify Your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances, We may use outside sources to confirm the information provided. The information You provide is protected by our privacy policy and federal law.

Throughout these Agreements and Disclosures, the references to “We”, “Us”, “Our” and “Credit Union” mean ALL IN CREDIT UNION. The words “You” and “Your” mean each person applying for and/or using any of the services described herein. “Account” means any account or accounts established for You as set forth in these Agreements and Disclosures. The word “Card” means any ALL IN CREDIT UNION Debit Card/MasterCard issued to You by Us and any duplicates or renewals We may issue.

### **MEMBERSHIP**

To apply for membership with ALL IN CREDIT UNION, You must complete, sign and return an application for membership. Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union’s Bylaws and Amendments and subscribe for at least one share. You certify that: (1) You are within the field of membership for this Credit Union; (2) the information provided on this application is true and correct; and (3) Your signature on the signature card applies to all accounts under Your name at this Credit Union. You also agree to be bound to the terms and conditions of any account that You have in the Credit Union now or in the future. By signing an application, You specifically authorize ALL IN CREDIT UNION to check Your credit and employment history and make whatever inquiries necessary in the course of establishing or reviewing the use of Your accounts.

**NEGATIVE INFORMATION NOTICE:** We may report information about Your account to credit bureaus. Late payments, missed payments, or other defaults on Your account may be reflected in Your credit report.

**BYLAWS.** Our bylaws, which We may amend from time to time, establish basic rules about our Credit Union’s policies and operations which affect Your account and membership. You may obtain a copy of the bylaws upon request. Our right to require You to give Us notice of Your intention to withdraw funds from Your account is described in the bylaws. Unless We have agreed otherwise, You are not entitled to receive any original item after it is paid, although You may request that We send You an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the Credit Union, after providing for required reserves.

## **ACCOUNT AGREEMENT**

**SHARE ACCCOUNTS.** A specimen of Your signature is shown on the signature card and the Credit Union is hereby authorized to rely upon and act without further inquiry in accordance with writings bearing such signature. The Credit Union is authorized to supply an endorsement on any check or other instrument tendered to the account and the Credit Union is hereby relieved of any liability in connection with collection of such items which are handled by the Credit Union without negligence, and the Credit Union shall not be liable for acts of its agents, sub-agents or others or for any damage. Such funds cannot be withdrawn until collected. Any amount not collected may be charged back to the account, including any expense incurred and any outside expense incurred relative to the account may be charged to it. If You do not comply with the terms of this Agreement and We refer the matter to any attorney, You hereby agree to pay the court cost and a reasonable attorney's fee. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If any insurance, government, or other check or draft requires another party's endorsement, the Credit Union may require that party's endorsement. If You cause the Credit Union a financial loss which We cannot recover, all services, privileges and dividends may be terminated. The Credit Union reserves the right to terminate the account if par value of one share is not maintained for two months. The terms of this agreement will also apply to any Club account that You now have or may open in the future.

**JOINT SHARE ACCOUNTS.** The Credit Union is hereby authorized to recognize any of the signatures subscribed hereto in the payment of funds or the transaction of any business for this account. When more than one person signs this Agreement, the account created will be joint ownership account with the right of survivorship. If there are two or more remaining account owners, when one owner dies the remaining owners will hold the account as joint owners with the right of survivorship. Payment to any of You shall discharge the Credit Union from any liability for payment. You may pledge all or any part of the shares in the account as collateral security to a loan or loans. You agree with each other and the Credit Union that any and each of You have full rights of withdrawal from the account and may withdraw all funds in the account and close the account. Such withdrawal and closing of the account may have the effect of revoking the ownership rights of any other joint owner(s) in the account or the deposits therein. The Credit Union may, but is not required to require such owner withdrawing all funds from the account to withdraw all funds in related accounts assigned to this membership share account. If such member opens another account with the proceeds from the closing of the former, joint account, then no other joint owner shall have to have an interest, right or privilege in such new account of the assets thereof unless they become a joint owner on that account by request of the party opening the account and signature cards required by the Credit Union are executed. Any withdrawal or closure of the account shall not affect the validity of any statutory or consensual liens created by any or all joint owners to the account or assets thereof or to any other related accounts of Your assets. The right or authority of the Credit Union under this agreement to deal with any owner shall not be changed or terminated by any owner except by written notice to the Credit Union which shall not be effective until the Credit Union agrees to the change or termination. Any such change or termination shall not affect transactions theretofore made. You agree with each other that if any of You cause the Credit Union unrecoverable financial loss, all services, privileges and dividends may be terminated. The Credit Union reserves the right to terminate the account if par value of one (1) share is not maintained for two months. The terms of this agreement also apply to any Club account that You have now, or may open in the future.

**CUSTODIAL ACCOUNTS.** Any custodial account is subject to the Uniform Transfers to Minors Act. It is Your responsibility to determine and understand any legal effects related to this type of account.

**DORMANT ACCOUNTS.** Dormant Accounts (accounts with no withdrawals or deposits within a one year period) may be subject to a fee. We have no liability if Your account becomes dormant and is therefore subject to escheatment in accordance with state and/or federal law.

**SHARE DRAFT ACCOUNTS.** The Credit Union is authorized to pay any share draft signed by any of You and to charge all such payments against the shares in this account. The Credit Union is authorized to order personalized drafts (checks) on Your behalf. The cost of said drafts may vary from time to time without notice and may be debited from Your account. This authorization covers the initial order of drafts and all subsequent orders. Only share draft blanks and other methods approved by the Credit Union may be used to withdraw funds for the account. The Credit Union shall have the right to require seven days notice of the intent to make a withdrawal from this account.

**DIVIDENDS.** Dividends, if declared on this type of account, shall be payable on the balance of this account at the rate and in the same manner prescribed by the Board of Directors of the Credit Union. Any specified dividend rate may result in a lower effective yield based upon either account activity or the actual amount of shares on which the dividends will be paid.

**FEES.** You agree that fees on this account shall be charged in accordance with the Truth-In-Savings disclosure provided to You, as it may later be amended, and said fee schedule, hereby incorporated by reference as part of this Agreement. You agree to pay all such fees if You use the account after the effective date of the amendment or if the account is not closed prior to the effective date of the amendment.

**PAYMENT.** You authorize Us to accept and pay any share draft, even if the share draft is presented for payment before its date, unless You notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice (at least one business day) and You accurately describe the check, including the number, date, and amount. If a share draft is presented for payment and the amount of such share draft exceeds the fully paid and collected share balance in this account, the Credit Union may assess an overdraft fee against You. The Credit Union shall incur no liability (except in cases of lack of good faith or failure to exercise ordinary care) for any action regarding the payment or nonpayment of a share draft regardless of whether You have a share balance in this account sufficient to pay any share draft. In the event the Credit Union pays a share draft drawn on this account, the Credit Union may charge this account the amount of such share draft, even if the share draft is presented more than six months after its date.

**PROVISIONAL PAYMENT.** All non-cash items credited to this account shall be credited conditionally, subject to final payment, and such items may be charged back, at any time, until the proceeds thereof in money (U.S. Dollars) have been actually received by the Credit Union. The Credit Union has the right to decline payment or to delay payment of any share draft drawn against such credits. The Credit Union shall not be obligated to notify You that a non-cash item has been dishonored or otherwise not been collected. Any amount not collected may be charged back to the account, including any expense incurred in the collection of a deposited item. If You do not comply with the terms of this Agreement and We refer the matter to an attorney, You agree to pay any court costs and a reasonable attorney's fee. Credit given by Us to You with respect to an automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive such final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry shall be deemed to have not paid You in the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your account, We are not required to give next day notice to You of receipt of an ACH item and We will not do so. However, We will continue to notify You of the receipt of payments in the periodic statements We provide to You. We may accept on Your behalf payments to Your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act and Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Alabama as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving Your account.

**ACCOUNT STATEMENTS.** You will be sent a periodic statement of all transactions and activity on the account during the statement period. You are responsible for examining each statement and reporting any irregularities to the Credit Union. You agree that Your monthly account statement provides information sufficient to allow You to identify the items paid for purposes of §7-4-406(a) Code of Alabama (1975), if the item is described by item number, amount, and date of payment. Specifically, You agree that the Statement need not include any information about the payee of any item to allow You reasonably to identify the items paid. The Credit Union will not be liable for any forged or altered items drawn on or deposited to the account unless You give written notice to the Credit Union of the forgery or alteration within thirty days of the statement being mailed or delivered to You. You agree that any other objection to the account statement shall be waived unless made in writing to the Credit Union before the 30th day following the day the statement is mailed or delivered to You. The Credit Union will not be liable for items forged or altered in a manner not detectable by the Credit Union through reasonable means.

You must report an unauthorized electronic fund transfer that appears on a periodic statement within 60 days of Our transmittal of the statement to avoid liability for subsequent transfers. If You fail to do so, Your liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to Us, and

that We establish would not have occurred had You notified Us within the 60-day period. When an access device is involved in the unauthorized transfer, You may be liable for other amounts set forth in accordance with Regulation E - Electronic Funds Transfers. See the Electronic Funds Transfers Agreement and Disclosure, section entitled "Unauthorized Transfers."

**SHARE DRAFTS.** Only share draft blanks or other methods approved by the Credit Union may be used to withdraw funds from this account.

You understand that Your original drafts will not be returned to You. The Credit Union will provide a copy of any paid share draft charged to this account upon receiving a written request from You. The Credit Union may charge this account for this service in accordance with the fees established by the Board of Directors. You agree that the Credit Union's retention of drafts does not alter or waive Your responsibility to examine Your statements or after the time limits for notifying the Credit Union of forgery, alteration, error or other objections. The Credit Union is under no obligation to pay any share draft. The Credit Union is authorized to refuse to pay any share draft without any reason for such refusal. The Credit Union shall incur no liability for any action regarding the payment or nonpayment of a share draft which the Credit Union fails to pay. Upon receiving a request from the undersigned, the Credit Union shall make available to You a copy of any paid share draft charged to this account. You agree that the availability of obtaining a copy of a paid share draft, upon request made to the Credit Union constitutes a reasonable manner in which the Credit Union may make available paid share drafts. The Credit Union may charge this account for this service in accordance with the fees established by the Board of Directors.

**ENDORSEMENT.** You agree to indemnify the Credit Union from any loss due to an endorsement or other writing being placed on the share draft in an incorrect manner or place (under the Federal Reserve's Regulation CC or otherwise) before it is accepted for deposit by the Credit Union. If the account is a joint account, each of You appoint the other his agent with power to deposit in this account funds of the other and for that purpose to endorse any instrument payable to the other individually or to both of You jointly. The Credit Union has the right to supply any missing endorsement, but is not required to do so. The Credit Union will only be responsible for recognizing the identification of the account, the amount of the draft, and the information contained in the magnetic coding of the draft. The Credit Union will not be responsible for recognizing any other information on the draft, including conditions of payment. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government or other check or draft requires another party's endorsement, the Credit Union may require that party's endorsement.

**RETURNED ITEMS.** If any item deposited in the account is returned unpaid, each of You is jointly and severally liable to the Credit Union for the amount of the returned item and any other charges, regardless of who deposited or cashed the item or benefited from the transaction. If any joint owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the account regardless of who contributed the funds to the account.

**STOP PAYMENTS.** You may issue a stop payment order on share drafts from the account which the Credit Union shall honor to the extent that there is reasonable time (which shall not be less than two business days) to honor the order. The stop payment order must be in writing and shall remain in force for six months unless terminated by the person who gave the stop payment order. You agree that unless You give the correct account number, share draft amount, and share draft number the Credit Union assumes no responsibility for stopping payment. If the Credit Union credits Your account after paying an item over a valid and timely stop payment order, You agree to assist the Credit Union if it takes legal action upon the item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorney's fees, damages, and other expenses or losses which may be incurred by the Credit Union, its employees, or agents on account of a stop payment order.

**OVERDRAFTS.** If a share draft is presented for payment and the amount of such share draft exceeds the fully paid and collected share balance in this account, the Credit Union may assess this account a charge (to be established by the Board of Directors from time to time) for the presentment of such share draft, regardless of whether or not the share draft is paid. Although the Credit Union is under no obligation to pay any share draft which exceeds the fully paid and collected share balance in this account, the Credit Union may, at the Credit Union's option, treat such share draft as a request to the Credit Union for an advance (in multiples of \$50.00) from the loan account identified on the reverse side in an amount sufficient to permit the Credit Union to pay such share draft and credit the loan advance to this account.

**SECURITY.** You agree and acknowledge that the Credit Union has a statutory lien in all shares and dividends held in any accounts(s) from which You may make withdrawals (except IRA, SEP, KEOGH, or any other accounts which, if the statutory lien is exercised, would result in Your loss of special tax treatment under the Internal Revenue Code) in the event of a failure to satisfy any outstanding financial obligation due and payable to the Credit Union, and the Credit Union may exercise this statutory lien without any further notice to a member.

**TERMINATION.** The right or authority of the Credit Union under this agreement to deal with any owner shall not be changed or terminated by any owner except by written notice to the Credit Union which shall not be effective until the Credit Union agrees to the change or termination. Any such change or termination shall not affect transactions theretofore made. All unused share drafts must be surrendered at time of termination by the member. If the Credit Union receives written notice of a dispute between account owners, the Credit Union may require that all owners agree in writing to any transaction concerning the account or require a court order to act. The Credit Union has the right to terminate the account and all of its liability hereunder by mailing a check or draft for the balance of the account to the address of any one of You.

**DEATH OR INCAPACITY.** You agree the Credit Union may pay a share draft after the death or incapacity of any owner of this account unless the Credit Union has knowledge of the owner's death or incapacity and has had a reasonable opportunity, which shall be at least two business days, to act upon the knowledge.

**NOTICE AND WAIVER.** You agree that notice to any one of You shall constitute notice to all of You. All required written notices to the Credit Union shall become effective when actually received by the Credit Union. The Credit Union may waive or delay enforcing any of its rights under this agreement without losing the right to enforce such rights in the future.

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

**AMENDMENTS.** The Credit Union may amend this Agreement from time to time by sending You any advance written notice required by law. Your use of the account or any service hereunder will indicate Your agreement to the amendments. Any modification of this Agreement by You shall be binding only if agreed to in writing by the Credit Union. This account is subject to such other items, conditions, rules, and requirements as the Board of Directors of the Credit Union may establish.

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

**ACCOUNT LEVEL RESTRICTIONS AND DENIAL OF SERVICES.** If you default under the terms of this Agreement, the Credit Union has the right to impose account level restrictions. This means that you may be unable to make deposits or withdrawals from your share or share draft account, your overdraft privileges may be terminated, your debit card may be suspended or cancelled, any credit card issued by the Credit Union may be blocked or cancelled, and your online banking privileges may be suspended. If you are in default, the Credit Union may also exercise its statutory, contractual and/or common law right to take your past due payments or any remaining balance owed to the Credit Union from any share, share draft, money market, or share certificate of deposit account which you have a right to withdraw money from. If you cause the Credit Union a loss as a result of your default, you will not be eligible for future services from the Credit Union and your existing services may be terminated or cancelled.

**GOVERNING LAW.** The interpretation and construction of this Agreement shall be governed by the Laws of the State of Alabama. The illegality of any particular provision of the Agreement shall not affect the validity of any other provision. If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but We must agree to any variation in writing either on the signature card for Your account or in some other document.

#### **ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE**

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE CARD/ ALL IN CREDIT UNION DEBIT CARD/ MASTERCARD, OUR AUDIO RESPONSE SYSTEM AND PERSONAL**

**COMPUTER ACCOUNT ACCESS SYSTEM EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY.**

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 Credit Union 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 Credit Union 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 funds transfers.

Examples of the transfers include, but are not limited to:

**Preauthorize Credits** - You may make arrangements for certain direct deposits to be accepted into Your share draft or share savings account(s).

**Preauthorized Payments** - You may make arrangements to pay certain recurring bills from Your share draft or share savings account(s).

**Electronic Check or Draft Conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from Your checking or share draft account using information from Your check or draft to pay for purchases or pay bills.

**Electronic Returned Check or Draft Charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Online Bill Pay Transactions** – You may access Your account by using a personal computer along with internet service to: (1) view account and loan balances for each All In Credit Union account; (2) view account and loan histories for each All In Credit Union account; AND (3) view account transfers between members’ All In Credit Union accounts. Bill payment allows members to pay bills through their personal computer and allows scheduling of recurring payments and verification of past payments. Features are: (1) “Add/Edit Merchants,” which allows the member to add merchants to, delete merchants from, or edit merchant information on members’ personal list of merchants; (2) “Pay Bills,” which allows the member to schedule one-time payments to merchants with specific amount and processing date; (3) “Pending Payments,” which allows the member to verify that information submitted regarding payments is correct; (4) “E- Mail,” which allows the member to read messages that the electronic bill payment service sends; (5) “View History,” which allows the member to see payments made over a specified time period and (6) “User Date,” which allows the member to change information, such as address or phone number.

**Phone Banking Telephone Transfers** – You may access Your account by telephone 24 hours a day using Your personal identification number, a touch tone phone, and Your account number(s) to: (1) transfer funds from share draft to share draft within the same Credit Union; (2) transfer funds from share draft to share savings within the same Credit Union; (3) transfer funds from share savings to share draft within the same Credit Union; (4) transfer funds from share savings to share savings within the same Credit Union; (5) transfer funds from line of credit to share draft; (6) transfer funds from line of credit to share savings; (7) make payments from share draft to loan accounts with us; (8) make payments from share savings to loan accounts with us; (9) get information about the account balance of share draft accounts, the last deposit to share draft accounts, the last withdrawal from share draft accounts, and/or the account balance of share savings accounts.

**ATM Transfers – types of transfers and dollar limitations** – You may access Your accounts(s) by ATM using Your debit card and personal identification number, to: (1) make deposits to share draft account(s); (2) make deposits to share savings account(s); (3) get cash withdrawals from share draft or share savings account(s); (4) withdraw no more than \$500.00 per day; (5) get cash withdrawals from line of credit advance; (6) transfer funds from share savings to share draft account(s); (7) transfer funds from share draft to share savings account(s); (8) get information about the account balance of Your share draft accounts

and the account balance of Your share savings accounts. Some of these services may not be available at all terminals.

**Types of Debit Card Transactions** – You may access Your share draft account(s) to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Currency Conversion and Cross-Border Transaction Fees** – If You effect a transaction with Your All In Credit Union Debit Card in a currency other than U.S. dollars, MasterCard will convert the charge into a U.S. dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to Your account. MasterCard charges Us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges Us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transaction regardless of whether there is a currency conversion. As a result, We charge You a Combined Foreign Transaction fee of 1.1% on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Advisory Against Illegal Use** – You agree not to use Your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

#### **FEES**

We do not charge for direct deposits to any type of account. We do not charge for preauthorized payments from any type of account. Refer to the Schedule of Fees for applicable service charges, which is incorporated by this reference.

**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).

#### **DOCUMENTATION**

**Terminal Transfers** – You can get a receipt at the time You make any 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.

**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 334.598.4411 to find out whether or not the deposit has been made.

**Periodic Statements** – You will get a monthly account statement from Us for Your share draft account(s). You will get a monthly account statement from Us for all Your accounts, unless there are no transfers in a particular month. In any case, You will get a statement at least quarterly.

#### **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 brochure 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 fourteen days after You call. We will charge You a fee for each stop-payment order You give.

**Notice of Varying Amounts** – If these regular payments may vary in amount, the person You are going to pay will tell You, ten days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that You set.

**Liability for Failure to Stop Payment of Preauthorized 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.

#### **FINANCIAL INSTITUTION'S LIABILITY**

**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: (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; or (5) if circumstances beyond Our control (such as fire or flood) prevent the transfer, despite reasonable precautions that We have taken. 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; (2) in order to verify the existence and condition of Your account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; or (4) as explained in the Privacy disclosure.

### **UNAUTHORIZED TRANSFERS**

#### **Consumer Liability.**

*Generally* - Tell Us AT ONCE if You believe Your card and/or PIN has been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check or draft.

Telephoning is the best way of keeping Your possible losses down. You could lose all the money in Your account (plus Your maximum overdraft line of credit). To be covered by the "zero liability" limitation under MasterCard rules, You must report the loss or theft of Your card within 2 business days. If You do NOT tell Us within two business days after You learn of the loss or theft of Your card and/or PIN, and We can prove We could have stopped someone from using Your card and/or PIN without Your permission if You had told us, You could lose as much as \$500. Also, if Your statement shows transfers that You did not make, including those made by card, PIN or other means, tell Us at once. If You do not tell Us within 60 days after the statement was mailed to You, You may not get back any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If an acceptable reason kept You from telling us, We may extend the time periods.

*Additional Limits on Liability for All In Credit Union Debit Card, when used for point-of-sale transactions* - You will not be liable for any unauthorized transactions using Your All In Credit Union Debit Card, when used for point-of-sale transactions, if: (1) You can demonstrate that You have exercised reasonable care in safeguarding Your card from the risk of loss or theft; (2) You have not reported to Us two or more incidents of unauthorized use within the prior twelve-month period; and (3) Your account is in good standing. "Unauthorized use" means the use of Your debit card by a person, other than You, who does not have actual, implied, or apparent authority for such use, and from which You receive no benefit.

**Contact in Event of Unauthorized Transfer.** If You believe Your card and/or PIN has been lost or stolen, call or write Us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure 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 or write Us at the telephone number or address listed in this brochure, as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transfer listed on the statement or receipt. We must hear from You no later than 60 days after We sent the FIRST statement on which the problem or error appeared. Tell Us Your name and account number (if any). Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information. Tell Us the dollar amount of the suspected error. If You tell Us orally, We may require that You send Us Your complaint or question in writing within ten business days. We will determine whether an error occurred within ten business days (20 business days if the transfer involved a new account) after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign-initiated transfer) to investigate Your complaint or question. If We decide to do this, We will credit Your account within ten business days (20 business days if the transfer involved a new account) for the amount You think is in error, so that You will have use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within ten business days, We may not credit Your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of You already has an established account with Us before this account is opened. We will tell You the results within



three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation.

You may ask for copies of the documents that We used in Our investigation.

ALL IN CREDIT UNION  
238 VIRGINIA AVENUE, P.O. DRAWER 8  
DALEVILLE, ALABAMA 36332  
Business Days: Monday through Friday excluding Federal Holidays  
Phone: 334.598.4411

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

### **FUNDS AVAILABILITY POLICY DISCLOSURE**

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

This policy disclosure describes Your ability to withdraw funds at All In Credit Union. It only applies to the availability of funds in “transaction accounts” subject to Regulation CC. Generally, transaction accounts are accounts that do not limit the number or types of withdrawals or transfers that may be made from the account. The Credit Union reserves the right to delay the availability of funds deposited to accounts not governed by Regulation CC for periods longer than those disclosed in this policy. Please ask if You have a question about which accounts are affected by this policy disclosure. Our policy is to make funds from Your cash and check deposits available to You on the first business day after the day We receive Your deposit. Electronic direct deposits will be available on the day We receive the deposit. Once the funds are available, You can withdraw them in cash and We will use the funds to pay checks that You have written. Please remember that even after We have made funds available to You, and You have withdrawn the funds, You are still responsible for checks You deposit that are returned to Us unpaid and for any other problems involving Your deposit. For determining the availability of Your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If You make a deposit before closing on a business day that We are open, We will consider that day to be the day of Your deposit. However, if You make a deposit after closing or on a day We are not open, We will consider that the deposit was made on the next business day We are open.

#### **LONGER DELAYS MAY APPLY**

**Case-by-Case Delays** - In some cases, We will not make all of the funds that You deposit by check available to You on the first business day after the day of Your deposit. Depending on the type of check that You deposit, funds may not be available until the fifth business day after the day of Your deposit. The first \$200 of Your deposits, however, may be available on the first business day. If We are not going to make all of the funds from Your deposit available on the first business day, We will notify You at the time You make Your deposit. We will also tell You when the funds will be available. If Your deposit is not made directly to one of Our employees, or if We decide to take this action after You have left the premises, We will mail You the notice by the day after We receive Your deposit. If You will need the funds from a deposit right away, You should ask Us when the funds will be available.

**Safeguard Exceptions.** In addition, funds You deposit by check may be delayed for a longer period under the following circumstances: (1) We believe a check You deposit will not be paid; (2) You deposit checks totaling more than \$5,000 on any one day; (3) You redeposit a check that has been returned unpaid; (4) You have overdrawn Your account repeatedly in the last six months; or (5) there is an emergency, such as failure of computer or communications equipment. We will notify You if We delay Your ability to withdraw funds for any of these reasons, and We will tell You when the funds will be available. They will generally be available no later than the ninth business day after the day of Your deposit.

## **SPECIAL RULES FOR NEW ACCOUNTS**

If You are a new member, the following special rules will apply during the first 30 days Your account is open. Funds from electronic direct deposits to Your account will be available on the day We receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You (and You may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of Your deposit. If Your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of Our employees, the first \$5,000 will not be available until the second business day after the day of Your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of Your deposit.

## **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) We do not own or operate, or shared branch locations, will not be available until the fifth business day after the day of Your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of Your deposit. Funds from any deposits made at ATMs owned or operated by All In Credit Union will not be available for at least 24 hours.

## **TRUTH-IN-SAVINGS DISCLOSURE**

### **REGULAR KIRBY, SAVE YOUR WAY, SHARE AND YOUTH SAVINGS ACCOUNT**

**Rate Information** - The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for Your account as determined by the Credit Union board of directors.

**Compounding and Crediting** - Dividends will be compounded every quarter. Dividends will be credited to Your account every quarter.

**Dividend Period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period and for the example above is March 31. If this account type is closed during the dividend period and before the dividend declaration date, Your account will not receive dividends for that period.

**Minimum Balance Requirements** - The minimum required to open this account is the purchase of a share in the Credit Union. Please see the bylaw requirements in the Common Features section for additional information. You must maintain a minimum average daily balance of \$5.00 in Your account to obtain the disclosed annual percentage yield.

**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 is the quarterly statement cycle.

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

**Transaction Limitations** - During any statement period, You may not make more than six withdrawals or transfers to another Credit Union account of Yours or to a third party by means of a preauthorized, automatic or computer transfer or telephonic order or instruction. If You exceed the transfer limitations set forth above in any statement period, Your account will be subject to closure by Credit Union.

**Par Value of a Share** - The par value of a share in this account is \$0.01.

### **CHRISTMAS CLUB ACCOUNT**

**Rate Information** - The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for Your account as determined by the Credit Union board of directors.

**Compounding and Crediting** - Dividends will be compounded every quarter. Dividends will be credited to Your account every quarter.

**Dividend Period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31. If this account type is closed during the dividend period and before the dividend declaration date, Your account will not receive dividends for that period.

**Minimum Balance Requirements** - The minimum required to open this account is the purchase of a share in the Credit Union. Please see the bylaw requirements in the Common Features section for additional information.

**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 is the quarterly statement cycle.

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

**Transaction Limitations** – You may not make any withdrawals or transfers to another Credit Union account of Yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. If any withdrawals are made from this account before club ending, then this account will be charged \$10.00 for each transfer or withdrawal.

#### **IRA ACCUMULATION ACCOUNT**

**Rate Information** – The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for Your account as determined by Credit Union board of directors.

**Compounding or Crediting** – Dividends will be compounded every quarter. Dividends will be credited to Your account every quarter.

**Dividend Period** – For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31. If this account type is closed during the dividend period and before the dividend declaration date, Your account will not receive dividends for that period.

**Minimum Balance Requirements** – The minimum required to open this account is the purchase of a share in the Credit Union. Please see the bylaw requirements in the Common Features section for additional information.

**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 is the quarterly statement cycle.

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

**Transaction Limitations** – You may not make any withdrawals or transfers to another Credit Union account of Yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

#### **MEMBER'S CHOICE PLUS AND YOUTH SHARE DRAFT ACCOUNT**

**(No dividends are paid on the account)**

**Minimum Balance Requirements** – The minimum balance required to open this account is \$25.00.

**Transaction Limitations** – No transaction limitations apply to this account unless otherwise stated in the Common Features section.

#### **MONEY MARKET ACCESS ACCOUNT**

**Rate Information** – The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for Your account as determined by the Credit Union board of directors.

**Compounding and Crediting** – Dividends will be compounded every month. Dividends will be credited to Your account every month.

**Dividend Period** – For this account type, 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 last day of the dividend period, and for the example above is January 31. If this account type is closed during the dividend period and before the dividend declaration date, Your account will not receive dividends for that period.

**Minimum Balance Requirements** – The minimum balance required to open this account is \$1,500.00. You must maintain a minimum daily balance of \$1,500.00 in Your account to obtain the disclosed annual percentage yield.

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

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

**Transaction Limitations** – During any statement period, You may not make more than six withdrawals or transfers to another Credit Union account of Yours or to a third party by means of a preauthorized, automatic or computer transfer or telephonic order or instruction.

#### **PRIME CHECKING ACCOUNT**

**Minimum Balance Requirements** - The minimum balance required to open this account is \$25.00.

**Transaction Limitations** - No transaction limitations apply to this account unless otherwise stated in the Common Features section. However, there is a \$3 per month fee in order to have this account, waived if an aggregate balance of \$10,000 or more on deposit. Member discounts and other benefits are provided by this account.

#### **SMART REWARDS CHECKING ACCOUNT**

**(No dividends are paid on this account)**

**Minimum Balance Requirements** – The minimum balance required to open this account is \$25.00.

**Transaction Limitations** – No transaction limitations apply to this account unless otherwise stated in the Common Features section. However, there is a \$6 per month fee in order to have this account. Member discounts and other benefits are provided by this account.

## **SMART REWARDS PREMIUM CHECKING ACCOUNT**

**(No dividends are paid on this account)**

**Minimum Balance Requirements** – The minimum balance required to open this account is \$25.00.

**Transaction Limitations** – No transaction limitations apply to this account unless otherwise stated in the Common Features section. A Monthly Maintenance Fee of \$6.00 will be assessed if a \$1,500 minimum balance or average relationship balance of \$10,000 is not maintained. Discounts offered for Smart Rewards Checking account holders are offered by Bazing and occur at the time of purchase.

## **YOU CHOOSE DEBIT ACCOUNT**

**(No dividends are paid on the account)**

**Minimum Balance Requirements** – The minimum balance required to open this account is \$25.00.

**Transaction Limitations** – Access to the funds in this account will be by debit card, automated teller machine (ATM), online internet access and telephone home banking, remote deposit capture and teller service transactions we permit. This account has no discretionary overdraft privilege negative balance features as a traditional share draft account. Bill Payment transactions, share drafts, checks, automated clearing house (ACH) or third-party payment transactions are not permitted.

## **SHARE CERTIFICATE**

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

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

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

**Crediting Frequency** – Dividends will be credited to Your account every quarter.

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

**Minimum Balance Requirements** – The minimum balance required to open this account is \$1,000, or \$500 for the 12 month certificate, or \$100,000 for the jumbo certificate. You must maintain a minimum daily balance of this amount in Your account each day to obtain the disclosed annual percentage yield.

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

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

**Transaction Limitations** – After the account is opened, You may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from Your account before maturity only if We agree at the time You request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to Your account. This dividend withdrawal limitation does not apply if You have made arrangements to have dividends paid to You or to another account in lieu of having them credited to this account.

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

**Early Withdrawal Penalties** (a penalty may be imposed for withdrawals before maturity) – If the term of this certificate is 7 to 31 days, the forfeiture is an amount equal to the greater of (1) all dividends earned on the amount withdrawn or (2) all dividends that could have been earned on the amount withdrawn during a period equal to one-half the maturity period. If the term of this certificate is 32 days to one year, the forfeiture is an amount equal to one month's dividends, whether earned or not. If the term of this certificate is more than one year, the forfeiture is an amount equal to three months' dividends, whether earned or not. If the term of this certificate is 32 days or more, the principal amount upon which the forfeiture is calculated is the amount withdrawn unless the amount withdrawn reduces the balance below the minimum balance requirement. In that event, the principal amount upon which the forfeiture is calculated is the entire amount of the certificate. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

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

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

## **COMMON FEATURES**

**Bylaw Requirements** – If the balance in Your Regular Share Savings account falls below the par value of one share, and You do not increase the balance to at least the par value of one share within six months of the reduction, You may be terminated from membership immediately.

**Transaction Limitations** – We reserve the right to at any time require not less than 30 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

**Nature of Dividends** – Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. If Your account is closed before dividends are declared and paid, Your account will not receive dividends for that last dividend period during which it was closed. (This disclosure further explains the dividend feature of Your non-term share accounts(s)).

**National Credit Union Share Insurance Fund** – Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

**Fees** – Refer to the Schedule of Fees for applicable charges, if any.

### **Discretionary Overdraft Privilege Policy**

The deposit account agreement and disclosure entitled “Important Account Information for our Members”, provided to you at the time you opened your account with us controls the duties, obligations, and rights of the depositor, the authorized signatories, and All In Credit Union with regard to your checking account. The deposit account agreement (and all amendments thereto) and its terms shall control possible conflicts, if any, between any provision of this Discretionary Overdraft Privilege Policy and the deposit account agreement and disclosure. A copy of the deposit account agreement and disclosure is available to our members on request from any All In Credit Union representative.

The overdraft privilege is not a line of credit. However, if you inadvertently overdraw your account, All In Credit Union will have the discretion to pay the overdraft, subject to the limit of overdraft privilege and the amount of the overdraft fee. All In Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by All In Credit Union of an overdraft check (or item, such as an ATM withdrawal) does not obligate All In Credit Union to pay any other overdraft check (or item) or to provide prior notice of its decision to refuse to pay such check (or item).

All In Credit Union’s commitment is to always provide you with the best level of service, now and in the future. If you are 19 years of age or greater, your consumer account (primarily used for personal and household purposes) or your business account has been open for at least thirty (30) days, and thereafter you maintain your account in good standing, which includes at least:

- A) Bringing your account to a positive balance within every thirty-two (32) day period for a minimum period of 24 hours,
- B) Not being in default on any loan or other obligation to All In Credit Union, and
- C) Not being subject to any legal or administrative order or levy, All In Credit Union will have the discretion to pay overdrafts within the overdraft privilege limits, but payment by All In Credit Union is a discretionary courtesy and not a right of you, the member or an obligation of All In Credit Union.

The overdraft privilege for member checking accounts with direct deposit will generally be limited to a maximum of \$750 overdraft (negative) balance. Checking accounts without direct deposit will be limited to a maximum of \$500 overdraft (negative) balance. New checking accounts will be eligible for a \$100 overdraft privilege limit at account opening. Of course, any and all fees and charges, including without limitation (see NOTE below) the non-sufficient funds fees (as set forth in All In Credit Union’s fee schedules), will be included as part of this maximum amount. The Overdraft Fee is the same fee amount that is charged if a check is returned as unpaid. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Overdraft Fee or a Return Item Fee. It may be possible that your account will become overdrawn in excess of the overdraft privilege amount as a result of the assessment of a fee.

NOTE: There is no limit on the total Non-Sufficient Funds/Overdraft Fees per day we will charge.

The total of the discretionary overdraft privilege (negative) balance, which includes any and all fees and charges including all non-sufficient funds/overdraft fees, is due and payable upon demand, and the depositor and each authorized signatory will continue to be liable, jointly and severally, for all such amounts as described in the deposit account agreement and disclosure. Our standard non-sufficient funds/overdraft fee, as stated in the All In Credit Union Fee Schedule, will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means. Our general policy is to post items throughout the day and to post credits before debits. Paper checks are posted from lowest to highest dollar amount, while ATM, ACH, and debit card transactions are posted in the order in which the items are received. However, because of the many ways we allow members to access your account, the posting order of individual items may differ from these general policies. Holds on funds and the order in which transactions are posted may impact the total amount of overdraft fees assessed.

All In Credit Union authorizes and pays transactions using the available balance in your account. All In Credit Union may place a hold on deposited funds in accordance with the deposit account agreement and disclosure, which will reduce the amount in the available balance. The available balance for checks, ACH items, and recurring debit card transactions is the ledger balance, less any holds on deposited funds and any debit card holds, plus the amount of the overdraft privilege limit and any available overdraft protection. The available balance for ATM and everyday debit card transactions on accounts with standard coverage is the ledger balance, less any holds on deposited funds and any debit card holds, plus any available overdraft protection, but does NOT include the overdraft privilege limit. For accounts with extended coverage, the overdraft privilege limit is included in the available balance for authorizing ATM and everyday debit card transactions.

Please be aware that the overdraft privilege amount is not included in your available balance provided through online banking, mobile banking or All In Credit Union's ATMs.

All In Credit Union will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed.

While All In Credit Union will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy and not a right of you, the member or an obligation of All In Credit Union. All In Credit Union in its sole and absolute discretion can cease paying overdrafts at any time without prior notice of reason or cause.

Although under payment system rules, All In Credit Union may be obligated to pay some unauthorized debit card transactions, All In Credit Union will not authorize debit card or ATM transactions unless there are available funds (including Overdraft Coverage Options) to cover the transactions and any fee(s).

All In Credit Union will not pay overdrafts for ATM or everyday debit card transactions after August 15, 2010 unless All In Credit Union has provided you with the notice required by section 205.17(b) of Regulation E and you have given your consent for the payment of these overdrafts. Giving us your consent to pay every day debit card and ATM overdrafts on your consumer account may result in you incurring Overdraft Fees for transactions that we would otherwise be required to pay without assessing an Overdraft Fee. However, this would allow us to authorize transactions up to the amount of your Overdraft Privilege limit and may also help you avoid overdrafts in excess of your available balance.

In addition, you may discontinue the overdraft privilege services for check, ACH, and debit card bill payment transactions at any time by contacting one of our Member Service or Contact Center Service Representatives.

We may suspend your debit card if we are unable to contact you due to an incorrect mailing address or phone number(s). You must contact us with your correct mailing address and/or phone number(s) to have your debit card reinstated.

If your debit card is suspended, you will be unable to use your debit card for purchases or to access your account at the ATM, and if you use your debit card for recurring payments, e.g., utilities, you are responsible to make other arrangements for your recurring debit payment(s).

### **PRIVACY POLICY DISCLOSURE**

**THIS IS YOUR PRIVACY POLICY DISCLOSURE AND INSTRUCTIONS. IT CONTAINS IMPORTANT INFORMATION CONCERNING OUR PRIVACY POLICY AND INCLUDES NECESSARY DISCLOSURES AS REQUIRED BY THE GRAMM-LEACH-BLILEY ACT (15 U.S.C., CH. 94, § 6801 ET SEQ.) AND THE NATIONAL CREDIT UNION ADMINISTRATION RULES AND REGULATIONS (12 CFR 716). PLEASE BE CERTAIN TO READ THESE DISCLOSURES AND INSTRUCTIONS CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.**

**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.**

**Types of personal information We collect.** We collect nonpublic personal information about You depending on the product and service you have with us. This information can include: (1) social security number, name, address, assets and income, (2) account balances, payment history and credit card usage, (3) creditworthiness and credit history. 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 All In Credit Union chooses to share; and whether you can limit this sharing.

**Reasons We can share Your personal information:** (1) for everyday business purposes-such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus. All In Credit Union shares this information and you cannot limit this sharing. (2) for our marketing purposes-to offer products and services to you. All In Credit Union shares this information and you cannot limit this sharing. (3) for joint marketing with other financial companies. All In Credit Union shares this information and you may limit this sharing. (4) for our affiliates' everyday business purposes-information about your transactions and experiences and your creditworthiness. We do share this information. (5) for nonaffiliates to market to you. All In Credit Union shares this information and you may limit this sharing.

**To limit our sharing:** Call 334.598.4411 or email [cuinfo@allincu.com](mailto:cuinfo@allincu.com). Please note if you are a new customer, we can begin sharing your information 30 days from the date we sent this notices. When you are no longer our customer, we continue to share your information as described in this notice. You may contact us at any time to limit our sharing.

**How All In Credit Union protects Your personal information:** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How All In Credit Union collects Your personal information:** We collect your personal information, for example, when you (1) open an account or use your debit or credit card (2) apply for financing or provide employment information, (3) show your government-issued ID. We also collect your personal information from others, such as credit bureaus, affiliate or other companies.

**Why You cannot limit all sharing: Federal law gives You the right to limit only** (1) sharing for affiliates' everyday business purposes-information about your creditworthiness, (2) affiliates from using your information to market to you, (3) sharing for nonaffiliates to market to you. State laws and individual companies may give you additional right to limit sharing.

**What happens when You limit sharing for an account You hold jointly with someone else?** Your choices will apply to everyone on the account.

**Definition of Affiliates:** Companies related by common ownership or control. They can be financial or nonfinancial companies. All In Credit Union has an affiliate, All In Services LLC, which provides insurance services.

**Definition of Nonaffiliates:** Companies not related by common ownership or control. They can be financial and nonfinancial companies. All In Credit Union does share information with our nonaffiliates so they can market to you.

**Definition of Joint Marketing:** A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners are CUNA Mutual and Allied.