



# IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS

TERMS AND CONDITIONS  
ELECTRONIC TRANSFERS  
FUNDS AVAILABILITY  
TRUTH IN SAVINGS



Effective date January 1, 2008



## TERMS AND CONDITIONS OF YOUR ACCOUNT

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us. This agreement is subject to applicable federal laws and the laws of the state of Georgia (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

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.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on 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.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the

frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**BUSINESS ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

**STOP PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the check number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

**STATEMENTS** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**PLEDGES** - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**REMOVED CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

**IRS REQUIREMENTS** - Internal Revenue Service (IRS) requires us to obtain the taxpayer identification number (TIN) applicable to the account(s). For individuals, this is your Social Security Number (SSN). IRS also requires you to certify under penalty of perjury that the TIN provided is correct and is not subject to backup withholding. This certification is completed on the signature card, a similar substitute W-9 or on IRS Form W-9, Request for Taxpayer Identification Number and Certification. If this information is not provided, we are required to withhold a percent of the interest earned on the account(s), referred to as "backup withholding." Additionally, the IRS may assess a fine for not complying with its requirements.

**BANK SECRECY ACT REQUIREMENTS** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

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

These practices also help us in our ongoing efforts to protect your identity.

**TELEPHONE MONITORING** - You agree that we may record any telephone conversation with you to monitor the quality of service you receive and to verify transaction related information.

**AGENCY AND FIDUCIARY ACCOUNTS** - Any individual acting as an Agent, Guardian, Personal Representative, Trustee and Custodian or in some other fiduciary capacity must present the appropriate document(s) that support such authority or designation. We have the right to review, accept and retain these documents on file. We are not liable for the misapplication of funds from your account(s) by your agent.

**POWER OF ATTORNEY** - We may reasonably refuse to honor or accept a power of attorney to open, close, deposit or withdraw funds from your account(s) or to supply endorsements on checks or any other items or to take any other action with respect to your account(s). You hereby confirm and ratify the actions taken by an agent named in a power of attorney provided to us and you agree to indemnify us and hold us harmless from all loss or damage arising from the actions of any party acting as your agent under a power of attorney.

**BOOKKEEPERS** - In the event you authorize any third person, such as a bookkeeping service, to retain possession of or prepare items for you, you agree to assume full responsibility for any errors or wrongdoing by such third person or any of its employees if we should pay such items. Furthermore, you should immediately report the theft or loss of any items imprinted with your account(s) number or name. If you fail to report such a theft or loss, you will assume full responsibility if we should pay such items. We may pay items with a signature bearing any resemblance whatsoever to any authorized signer on the account(s).

**PAYMENT SUSPENSION** - We may, but shall be under no obligation, to suspend payment on your account(s) under the following circumstances: (1) If we, in our reasonable discretion, determine that the ownership of funds or the right to make withdrawals from your account(s) is in dispute. For purposes of this section, "dispute" shall include such disputes between you and us involving the account(s) and disputes between you and an authorized signor or other joint owner, or where a third party takes action with respect to the account(s), regardless of whether we are actually involved in such dispute; (2) You owe us or any of our affiliates money; (3) You have committed an allegedly fraudulent act, or, if any claim, whether oral or written, has been made upon us due to your actions; (4) Upon notice of a bankruptcy filing. Payment will be suspended on your account(s) until the dispute, allegation or problem is resolved or determined to our satisfaction. In the event we receive a documented claim for a forged, irregular, altered (including payee and dollar amounts), or unauthorized endorsement on a check or draft deposited into your account(s) or if we receive a documented claim that an item or amount was deposited in your account(s) in error, we are authorized to debit your account(s) for the amount of the claim or for the deposit made in error, without prior notice to you. We will have no liability to you for honoring the claim or correcting the error. You agree to be liable to us for any loss, costs or expenses, to the extent permitted by law, which we incur as a result of any dispute involving your account(s).

**DISPUTE RESOLUTION/JURY TRIAL WAIVER** - Should any dispute arise between you and us relating to the account(s) and if following the good faith negotiation of the dispute, it cannot be resolved, it shall be submitted to binding arbitration and the decision of the arbitrator shall be final. Each arbitration, including the selection of the arbitrators, will be administered by the American Arbitration Association (the "AAA") pursuant to the commercial arbitration rules of the AAA. The provisions of the Federal Arbitration Act will govern each arbitration. The arbitration shall be conducted at the nearest office of the AAA mutually agreed upon by you and us. We both agree that each of us shall be liable for our own costs and expenses related to the arbitration; however, we both further agree that the non-prevailing party, as determined by the arbitrator, shall be liable for the arbitrator fees and any arbitration facilities expenses. Neither this arbitration agreement nor any rights afforded thereunder, shall in any way affect or impair our consensual security interest in your shares, account(s) and share certificates or prohibit us from exercising self help remedies thereunder or afforded by our statutory lien rights or otherwise. **YOU HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF THESE TERMS AND CONDITIONS OR RELATING TO THE ACCOUNT(S) AS PERMITTED UNDER APPLICABLE LAW.**

**DORMANT OR ABANDONED ACCOUNTS** - With the exception of Share Certificates and IRAs, the account(s) is deemed to be "inactive" during that period of time in which you have not made any deposits or withdrawals from the account(s). Electronic (ACH) deposits or debits do not qualify as deposits or withdrawals made by you. The account(s) will be classified as "dormant" when the account(s) has been inactive and we have had no contact with you for one year (12 months) and your account(s) statement has been returned by the post office as undeliverable for any reason. However, Georgia Savings Account(s) are classified as "dormant" when your account(s) is inactive and we have had no contact with you for five (5) years and your account(s) statement has been returned by the post office as undeliverable for any reason. In accordance with governing state law, accounts which have been dormant for the statutory number of years will be transferred to the state.

## 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 return 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 fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking 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.

**MoneyLine Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at (404) 892-1844 or 888-441-9235 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from checking to money market or Christmas Club
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan accounts with us
- make payments from checking to member only
- make payments from savings to loan accounts with us
- make payments from savings to member only
- get information about:
  - the account balance of checking accounts
  - the account balance of savings accounts

**ATM Transactions - types of transactions, dollar limitations, and charges** - You may access your account(s) by ATM using your ATM card and personal identification number or Debit Card and personal identification number, to:

- make deposits to checking account(s)
- make deposits to savings account(s)
- get cash withdrawals from checking account(s)
  - you may withdraw no more than \$500.00 per day
  - there is a charge of \$1.00 per withdrawal at ATMs we do not own or operate (except at Presto! ATMs located outside Publix grocery stores)
- get cash withdrawals from savings account(s)
  - you may withdraw no more than \$500.00 per day
  - there is a charge of \$1.00 per withdrawal at ATMs we do not own or operate (except at Presto! ATMs located outside Publix grocery stores)
- get information about:
  - the account balance of your checking account(s)
    - there is a charge of \$.00 per inquiry
  - the account balance of your savings accounts
    - there is a charge of \$.00 per inquiry

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

**Types of ATM Card Point-of-Sale Transactions** - You may access your checking and/or savings account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Point-of-Sale Transactions - dollar limitations and charges** - Using your card:

- you may not exceed \$500.00 in transactions per day

**Types of Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person 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.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$1,500.00 in transactions per day

This limit is increased to \$2,500.00 per day for our Platinum debit cards only.

**NetBranch Computer Transfers - types of transfers and charges** - You may access your account(s) by computer through the internet by logging onto our website at [www.excelfcu.org](http://www.excelfcu.org) and using your personal identification number and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)

### 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.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**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 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.

- **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 during business hours at (770) 441-9235 or 888-441-9235 to find out whether or not the deposit has been made. You may access your account by telephone using our MoneyLine service 24 hours a day at (404) 892-1844 or use our NetBranch home banking service at [www.excelfcu.org](http://www.excelfcu.org).
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings 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 3 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.

We will charge you \$26.00 for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the company/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.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### 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, 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) if you give us written permission.

### DISPUTE RESOLUTION

**Your ability to dispute a transaction and the procedure for doing so.** You may dispute a transaction posted to your account for ACH (Automated Clearing House) transactions and ATM/Debit card purchases. Here is how:

- (1) Contact the merchant first to resolve your transaction in dispute.
- (2) If the merchant does not resolve the dispute, you may contact the credit union at 770-441-9235 or 888-441-9235. You will be asked to complete a questionnaire based on the type of transaction in dispute. In some cases, you may be required to complete an affidavit and it may be necessary for you to file a police report with your local police department.
  - a. All information requested must be received at the credit union before any dispute can be resolved.



## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

• *Generally.* Tell us AT ONCE if you believe your card and/or code 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). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• *Additional Limits on Liability for Debit Card, when used for point-of-sale transactions.* You will not be liable for any unauthorized transactions using your Debit Card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "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. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

(b) **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 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.

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

We will determine whether an error occurred within 10 business days (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 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may 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.

EXCEL FEDERAL CREDIT UNION  
MEMBER SERVICE DEPARTMENT  
5070 PEACHTREE INDUSTRIAL BLVD.  
NORCROSS, GEORGIA 30071-1550  
Business Days: Monday through Friday  
Excluding Federal Holidays

Phone: 770-441-9235 or 888-441-9235

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM/Debit card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM/Debit card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM/Debit card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## FUNDS AVAILABILITY POLICY DISCLOSURE YOUR ABILITY TO WITHDRAW FUNDS

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

**Your Ability to Withdraw Funds at Excel Federal Credit Union** - Our policy will delay the availability of funds that you deposit in your account. During the delay you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

**Determining the Availability of a Deposit** - The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and Federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

**Same-Day Availability** - Funds received from the following deposits are available immediately upon deposit:

- Funds from electronic direct deposits to your account

If you make the deposit in person to one of our employees, funds from the following deposits are also available immediately upon deposit:

- Cash

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit or deposit in the night drop), funds from these deposits will be available on the first business day after the day of your deposit.

**Next-Day Availability** - Funds from the following deposits are available on the first business day after your deposit, provided the deposit items are made payable to you and you make your deposit in person to one of our employees:

- Wire transfers
- Checks drawn on Excel Federal Credit Union
- Checks issued by the U.S. Treasury, State and local governments, Federal Reserve Bank, and Federal Home Loan Bank
- Official checks issued by a financial institution described as Cashier's, Certified, Official and Teller
- U.S. Postal Service Money Orders
- Travelers Checks

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit or deposit in the night drop), funds from these deposits, except for deposits of U.S. Treasury checks made payable to you, will be available on the second business day after the day of your deposit.

**Other Check Deposits** - The delay for other check deposits depends on whether the check is a local or a non-local check. To see whether a check is a local or a non-local check, look at the routing number on the check:

Personal Check	Business Check
<div>Pay to the order of _____ \$ _____ dollars</div> <div>Bank Name and Location 123456789 0000000000 000</div> <div>Routing Number</div>	<div>Name of Company Address, City, State _____, 20 _____</div> <div>Pay to the order of _____ \$ _____ dollars</div> <div>Bank Name and Location 000000000 123456789 0000000000 000</div> <div>Routing Number</div>

If the first four digits of the routing number (1234 in the examples above) are 0610, 2610, 0611, 2611, 0612, 2612, 0613, 2613, 0620, 2620, 0621, 2621, 0622, 2622, 0630, 2630, 0631, 2631, 0632, 2632, 0640, 2640, 0641, 2641, 0642, 2642, 0650, 2650, 0651, 2651, 0652, 2652, 0653, 2653, 0654, 2654, 0655, 2655, 0660, 2660, 0670, 2670, 0820, 2820, 0829, 2829, 0840, 2840, 0841, 2841, 0842, 2842, 0843, or 2843, then the check is a local check. Otherwise, the check is a non-local check. Some checks are marked "payable through" and have a four or nine-digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or non-local. Our policy is to make funds from local and non-local checks available as follows:

- **Local Checks:** The first \$100 from a deposit of local checks will be available the next business day after the day of deposit. The remaining funds will be available on the second business day after the day of your deposit. Example: If you deposit a local check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.
- **Non-Local Checks:** The first \$100 from a deposit of non-local checks will be available the next business day after the day of deposit. The remaining funds will be available on the fifth business day after the day of your deposit. Example: If you deposit a \$700 non-local check on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Monday of the following week.

If you deposit local and non-local checks on the same business day, \$100 from the checks will be available on the first business day after the day of your deposit, not \$100 from each category of check.

**Foreign Checks** - Checks drawn on financial institutions located outside the United States of America ("U.S.") (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

**Deposits at Proprietary ATMs and Night Depository Locations** - Funds from deposits, provided the deposit items are made payable to you, made at automated teller machines (ATMs) that we own or operate and our night depository locations will be available as follows:

- Cash, checks drawn on Excel Federal Credit Union, checks issued by the State and local governments, Federal Reserve Bank, and Federal Home Loan Bank and Official checks issued by a financial institution described

as Cashier's, Certified, Official and Teller – these deposits will be available on the second business day after the day of your deposit. Checks issued by the U.S. Treasury will be available on the next business day after the day of your deposit.

- Local checks – these deposits will be available on the second business day after the day of your deposit.
- Non-local checks – these deposits will be available on the fifth business day after the day of your deposit.

**Deposits at Non-proprietary ATMs** - Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines and have our name or logo on the introduction screen.

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

- We believe a check you deposit will not be paid.
- You deposit check(s) totaling, in aggregate, more than \$5,000 on any one banking day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you on your receipt 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 eleventh 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 calendar days after your account is open: Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Cash will be available on the day we receive the deposit if you make the deposit in person to one of our employees. Funds from deposits of wire transfers, and the first \$5,000 of a days' 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 deposited in person to one of our employees. 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 are generally available on the ninth business day after the day of your deposit. However, we may place longer holds on certain items for other reasons, such as large deposits (see "Longer Delays May Apply" as noted above).

**Holds on Other Funds** - If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Special Rule for Credit Unions** - Dividends will begin to accrue on the business day we receive and post your deposit.

## EXCEL FEDERAL CREDIT UNION COURTESY PAY POLICY - SERVICE DESCRIPTION (A Discretionary Overdraft Service)

A "Discretionary Overdraft Service" refers to an accommodation offered on our checking accounts that adds an additional layer of coverage in the event you accidentally present items for payment exceeding the balance of your checking account. This discretionary service is designed to save you the expense, embarrassment and inconvenience of having a checking account draft or other item returned for non-sufficient funds ("NSF") to the payee. This service is activated after other overdraft protection products (Redi-Cash Line of Credit, or Redi-Equity Line of Credit or automatic transfer from savings, if available) are exhausted. Eligible members have the additional security of knowing their share drafts, ACH payments, bill pay entries, MoneyLine requests, ATM or debit card transactions may automatically be paid up to a specified dollar limit. Excel Courtesy Pay ("ECP") is a discretionary overdraft service. ECP will generally be limited to an overdraft courtesy limit of \$500 (includes fees), if deposits of \$700 or more are received on a monthly basis. If some of the monthly deposits received are identified as ACH or Payroll, then the limit of \$700 (includes fees) will be offered. We may also offer a limit of \$300 (includes fees) based on certain account criteria as outlined below.

Of course, any and all fees and charges, including without limitation our NSF/ECP fee of \$26 per item as set forth in our fee schedule, will be included in this limit and will apply to any transaction that overdraws your account.

An overdraft balance may result from: (1) the payment of drafts/checks, electronic funds transfers, MoneyLine, or other withdrawal requests; (2) payments authorized by you; (3) the return, unpaid, of items deposited by you; (4) the imposition of applicable service charges; or (5) the deposit of items which according to the Credit Union's Funds Availability Policy, are treated as not yet "available" or finally paid. Overdraft amounts must be paid in full within thirty (30) days or the service may be suspended or cancelled for your checking account.

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient funds ("NSF") items that you may have, we will consider, without obligation on our part, approving your reasonable overdrafts if you (1) maintain a checking account (except New Start or CU Succeed checking accounts); (2) your relationship is considered "in good standing"; (3) the purpose of the checking account is to facilitate payment of ordinary household expenses; and (4) you meet certain other criteria as outlined below.

- Account opened ninety (90) days or longer
- Age eighteen (18) years or older
- No delinquent loans over thirty (30) days
- No share draft accounts negative over five (5) days
  - A nominal limit may be offered based on items a - d
- Active monthly deposits (most recent 90 days) of \$700 or more
- Your account is not the subject of any legal or administrative order or levy

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any NSF items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, plus our NSF/ECP fees that you may owe us, shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner and/or agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our NSF/ECP fees. Member agrees that funds received for deposit (cash, check, payroll, ACH, Social Security, SSI, other retirement proceeds, etc.) are first used to replenish overdrawn balances.

The Excel Courtesy Pay Service does not constitute an actual or implied agreement between you and the Credit Union. Nor does it constitute an actual or implied obligation of or by the Credit Union. This service represents a purely discretionary courtesy that the Credit Union may provide to you from time to time and which may be withdrawn or withheld by the Credit Union at any time without prior notice or reason or cause.

## TRUTH-IN-SAVINGS DISCLOSURE

### SAVINGS ACCOUNT

**Transaction Limitations:** Federal banking regulations limit you to six pre-authorized or telephone funds transfers, including online transfers, to your other accounts or to third parties during any calendar month. If you routinely exceed these limitations, the Credit Union may close the account or open a checking account on your behalf. No other transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, 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 follows the ending date of a dividend period, and for the example above is March 31. If you close your share account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$10.00.

You must maintain a minimum daily balance of \$100.00 in your account to avoid a minimum balance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee of \$2.00 once during the month.

You must maintain a minimum daily balance of \$100.00 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.

**Par value of a share:**

The par value of a share in this account is \$5.00.

**Fees and charges:**

An excess withdrawal fee of \$5.00 will be charged for each withdrawal in excess of three (3) during a month. No fees will be imposed for ACH, POS, ATM and electronic banking withdrawal activity. Other charges which may apply are stated in Common Features section.

### KIDS CLUB ACCOUNT

**Transaction Limitations:** Federal banking regulations limit you to six pre-authorized or telephone funds transfers, including online transfers, to your other accounts or to third parties during any calendar month. If you routinely exceed these limitations, the Credit Union may close the account or open a checking account on your behalf. No other transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, 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 follows the ending date of a dividend period, and for the example above is March 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$5.00.

You must maintain a minimum daily balance of \$100.00 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.

**Fees and charges:**

An excess withdrawal fee of \$5.00 will be charged for each withdrawal in excess of three (3) during a month. No fees will be imposed for ACH, POS, ATM and electronic banking withdrawal activity. Other charges which may apply are stated in Common Features section.

### REGULAR CHECKING ACCOUNT (SHARE DRAFT)

### PLATINUM CHECKING ACCOUNT (SHARE DRAFT)

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, 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 follows the ending date of the dividend period, and for the example above is January 31.

If you close your share draft account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$100.00.

You must maintain a minimum daily balance of \$600.00 in your account to avoid a minimum balance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee of \$6.00 once during the statement cycle. The fee will be waived if you are 50 years of age or older and have direct deposit of your net payroll and/or retirement benefits.

You must maintain a minimum average daily balance of \$2,500.00 in your account during the statement period to obtain the disclosed annual percentage yield.

**Average daily balance computation method** - We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is monthly 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:**

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

### SIMPLY CHECKING ACCOUNT (SHARE DRAFT)

### CU SUCCEED CLUB CHECKING ACCOUNT (SHARE DRAFT)

**Minimum balance requirements:**

The minimum balance required to open this account is \$100.00.

**Transaction limitations:**

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

### NEW START CHECKING ACCOUNT (SHARE DRAFT)

**Rate Information** - compounding and crediting, dividend period, daily balance computation, and accrual of dividends does not apply to this account(s).

**Minimum balance requirements** - The minimum balance required to open this account(s) is \$100.00.

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

**Fees and charges** - This account has an initial account set up fee of \$25.00. It also has a monthly maintenance fee of \$12.00. Other charges which may apply are stated in the Common Features section.

**Additional account requirements** - In order to open and maintain this account, the member must have direct deposit of their net pay.

### MONEY MARKET ACCOUNT

**Transaction Limitations:** Federal banking regulations limit you to six pre-authorized or telephone funds transfers, including online transfers, to your other accounts or to third parties during any calendar month; no more than three may be by check, draft or similar order. If you routinely exceed these limitations, the Credit Union may close the account or open a checking account on your behalf. No other transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, 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 follows the ending date of a dividend period, and for the example above is January 31.

If you close your share account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$1,000.00.

You must maintain a minimum daily balance of \$1,000.00 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.

**Fees and charges:**

An excess withdrawal fee of \$4.50 will be charged for each withdrawal in excess of three (3) during a month. No fees will be imposed for ACH, POS, ATM and electronic banking withdrawal activity. Other charges which may apply are stated in Common Features Section.

### CHRISTMAS CLUB ACCOUNT

**Transaction Limitations:** Federal banking regulations limit you to six pre-authorized or telephone fund transfers, including online transfers, to your other accounts or to third parties during any calendar month. If you routinely exceed these limitations, the Credit Union may close the account or open a checking account on your behalf. No other transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, 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 follows the ending date of a dividend period, and for the example above is March 31. If you close this account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$5.00.

You must maintain a minimum daily balance of \$5.00 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.

**Fees and charges:**

A withdrawal fee of \$5.00 will be charged for each withdrawal made during the club term except during the fourth quarter, October 1st through December 31st.

### FLOATING IRA

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, 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 follows the ending date of a dividend period, and for the example above is January 31.

If you close this account before dividends are paid, you will not receive the accrued dividends.

**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:**

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

### SHARE CERTIFICATE

### 90- AND 180- DAY, 1-, 2-, 3-, AND 4-YEAR

**Rate Information** - See separate Rate Sheet.

**Compounding frequency** - Unless otherwise paid, dividends will be compounded every quarter.

**Crediting frequency** - Dividends will be credited to your account every quarter. Alternatively, you may choose to have dividends paid to you or to another account every quarter rather than credited to this account.

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

**Effect of closing an account** - If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

See separate Rate Sheet.

**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. 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.

**Time requirements** - See separate Rate Sheet.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of 90 days:
  - The fee we may impose will equal 90 days dividends whether earned or not.
- If your account has an original maturity of 180 days:
  - The fee we may impose will equal 180 days dividends whether earned or not.
- If your account has an original maturity of 1, 2, 3- & 4 years:
  - The fee we may impose will equal 12 months dividends whether earned or not.

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 phone the credit union before maturity, 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 share savings 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.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**IRA SHARE CERTIFICATE**  
**90- AND 180- DAY, 1-, 2-, 3-, AND 4-YEAR**

**Rate Information** - See separate Rate Sheet.

**Compounding frequency** - 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.

**Effect of closing an account** - If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

See separate Rate Sheet.

**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. 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. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

**Time requirements** - See separate Rate Sheet.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of 90 days:  
The fee we may impose will equal 90 days dividends whether earned or not.
- If your account has an original maturity of 180 days:  
The fee we may impose will equal 180 days dividends whether earned or not.
- If your account has an original maturity of 1, 2, 3- & 4 years:  
The fee we may impose will equal 12 months dividends whether earned or not.

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.

**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 phone the credit union before maturity, 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 share savings 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.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

As our member we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

**What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Excel Federal Credit Union  
Member Service Department  
5070 Peachtree Industrial Blvd  
Norcross, GA 30071  
770-441-9235 or 888-441-9235

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

These numbers correspond with the numbers on the Substitute Check Image:

- 1 An image of the original check appears in the upper right-hand corner of the substitute check.

- 2 A substitute check is the same size as a standard business check.
- 3 The information in asterisks relates to the "reconverting bank"—the financial institution that created the substitute check.
- 4 The information in brackets (appears sideways facing check image) relates to the "truncating bank"—the financial institution that took the original check out of the check processing system.
- 5 The Legal Legend states: *This is a LEGAL COPY of your check. You can use it the same way you would use the original check.*
- 6 The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

### COMMON FEATURES

**Bylaw requirements:**

You must complete payment of one share in your Savings account as a condition of admission to membership.

**Transaction limitation** - We reserve the right to at any time require not less than seven 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. (This disclosure further explains the dividend feature of your non-term share account(s).)

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

**The following fees may be assessed against your account:**

Automatic transfer of funds for overdraft protection	
from a Savings account to a Checking account .....	\$5.00 per item (this fee will be applied against your share draft account)
Membership entrance fee .....	\$5.00
Draft printing.....	(fee depends on style and quantity of drafts ordered)
Third party cashier's check/official check .....	\$3.00 per item
Deposited checks (and other items) returned unpaid .....	\$5.00 per item
Member's own check returned unpaid - deposited or cashed .....	\$26.00 per item
Dormant account(s) fee.....	\$5.00 monthly
Incorrect address fee .....	\$5.00 monthly
On-us check cashing fee/non-member ....	1% of check amount (\$50.00 maximum)
Periodic statement (paper version) .....	\$5.00 each
Nonsufficient funds - each .....	\$26.00
Nonsufficient funds ATM withdrawal.....	\$26.00
Nonsufficient funds preauthorized withdrawal .....	\$26.00
Excel Courtesy Pay .....	\$26.00 per item
Account activity printout .....	\$1.00 per page
Account research .....	\$26.00 (per hour)
Records retrieval fee .....	at cost
Account balancing assistance.....	\$26.00 (per hour after first statement)
Photocopy fee .....	\$1.00 per page
Copy of draft .....	\$2.00 per item
Statement mailing fee .....	\$1.00 monthly
Stop payments - each .....	\$26.00
Stop payments - series .....	\$30.00
Domestic wire transfer	
Incoming .....	\$10.00
Outgoing .....	\$12.00
Foreign wire transfer	
Incoming .....	\$10.00
Outgoing .....	\$55.00
Account closed within 90 days of opening.....	\$10.00
Excess withdrawal fee .....	\$5.00
Collection item in/out - domestic.....	\$15.00
Collection item in/out - foreign	
plus any correspondent bank fees .....	\$25.00 per item
Plastic card replacement fee .....	\$5.00 per item

Please refer to our separate schedule for dividend rate information.

