



# MEMBERSHIP AGREEMENT

## CONTENTS

Topic	Page Number
Membership and Account Agreement	2
Criminal/Investigations	3
Cross-Collateralization	3
Deposits and Withdrawals	3-4
Regulation D	4
Funds Availability	4
Electronic Funds	5
Account Access	10
Account Rates and Fees	11
Statements	13
Inactive/Dormant Accounts	13-14
Other Types of Accounts	15
Account Changes	16
Identity Verification	17
Foreign Status	17
Business Days	17
ACH & Wire Transfers	17-18
Elder Abuse	18
E-Consent	20
Debit Card	21

### IMPORTANT NOTICE

The documents contained in this booklet are your permanent copies of Coca-Cola Federal Credit Union's agreements and disclosures. Please keep them for your records. The table of contents above is provided for easy reference.

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

1. **Terms, Conditions and Limitations of Your Relationship with the Credit Union.** The purpose of this Section is to state the terms and conditions that apply to all of your accounts, services or other relationships with us, including without limitation to loans, safe deposit and other services with us. To the extent that any other Section of this Booklet, any loan document, or any other agreement specifically provides terms or conditions that vary from these terms, then the terms or conditions of those other Sections or agreements will govern your relationship with us.

2. **General Definitions.** In this booklet the words “you” or “your(s)” mean everyone that signs an Account Card or is authorized to make transactions regarding your account(s) as provided herein or by governing law, including any account service(s). “We,” “us,” or “our” means the Credit Union.

**“Account Card”** means any signature card, account change card or other form required to open or change an account or obtain an account service with us. Checking include checks and other instruments drawn on your account(s) or submitted for deposit or collection.

**“Share(s)”** for the purpose of your pledge to secure your obligations to the Credit Union and otherwise, refer to all deposits “share(s)” mean all deposits in any savings, checking, club, certificate, P.O.D., revocable trust or custodial account(s), whether jointly or individually held—regardless of contributions, that you have on deposit now or in the future, all of which are deemed “general deposits,” for the purpose of your pledge. Your pledge does not include any I.R.A., Keough, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.

**“Access Device”** means any card, electronic access device and/or any codes, passwords or personal identification numbers (PINs) that we issue to allow you to access and/or use any account or other services. With regard to on-line or internet transactions, an access device shall also include any computer, smart phone or other hardware used to make or process a transaction.

**“Authorized User”** means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables a person to access, withdraw, make transactions to or from your accounts, or to use any of your accounts and services. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. “Check” means an acceptable written “instrument” on your account(s) and includes the term “checking.”

**“Instrument”** means a written order as defined by Articles 3 and 4 of the Georgia Uniform Commercial Code.

**“Member”** means the person(s) who have a present ownership interest in the sums on deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union’s lien rights or any security interest. A person is not an “owner” unless specifically designated as such in a completed and signed Membership Application and Signature Card.

**“Owner”** means the person who has present ownership interest in the sums of deposit in the multiple party (joint) accounts with the Credit Union, subject to the Credit Union’s lien rights or any security interest. A person is not an “owner” unless specifically designated as such in a completed and signed Membership Agreement Application.

**The “Owner”** is the first person listed on the account. The owner is also known as the primary on an account. Any additional person listed on an account is known as the secondary person on an account. Only the primary person listed first on an account has the authority to close an account or terminate services associated with their account.

Example: Assume you have a Credit Union account and then you get married and want to include your spouse as a joint on your account. In this instance, you would be the primary and owner of the account and your spouse would be the joint and secondary account holder on the account.

**“Transaction”** means any deposit, order, transfer, payment, withdrawal or other instruction relating to any account service provided by the Credit Union.

3. **Your Agreement with the Credit Union.** All accounts and account services are governed by the terms and conditions in this Booklet and the Schedule; your Account Card(s), account receipts, and certificates; any other application or agreement we require; together with the Credit Union’s Bylaws, policies and procedures, which are herein collectively referred to as “Agreement.” This Membership and Account Agreement and all other agreements, disclosures, statements, notices and any amendments or revisions may be provided in this booklet or other agreement(s). Your Agreement may be amended or revised by us at any time, and any change in the Agreement shall be effective at the earliest time allowed by law. This Agreement is binding upon all parties hereto and their heirs, successor, assigns and any other person claiming any right or interest under or through said parties. You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

any kind that results directly or indirectly from such illegal use.

**Adjustment.** An adjustment is an automatic or manual transaction completed by the Credit Union on behalf of a member account. Most adjustment done by the Credit Union will appear under the code BO which stands for back office adjustment. Adjustments fall into three categories of Off Line Transaction Adjustment, Return Item Adjustment and Standard Adjustment.

**“Offline Transaction Adjustment”** An offline transaction is a transaction that is conducted for the member when the Credit Union host system is down and the Credit Union is unable to process the transaction. The Credit Union manually writes a receipt of the transaction conducted and completes the settlement of the transaction at a later date.

**“A Return Item Adjustment”** In the instance that a member account has an item presented for deposit and is later returned, a return item adjustment must occur in order to properly reconcile the item that has returned to the member account.

**“A Standard Adjustment”** A standard adjustment are adjustments that are not an offline or return item transactions done by the Credit Union to properly credit or debit an account for settlement purposes. Posting a dividend payment is an example of a standard adjustment.

- 4. Membership Eligibility and Future Services.** To open or maintain any account services with us, you must first qualify for membership and deposit and maintain one par value of the required share as provided by the Credit Union’s Bylaws and Charter. One Par Value is \$10.00. This means to be a member in good standing, you must maintain at all times \$10.00 in your designated savings account. Par Value can be held in a Health Savings account.

This account is a non-transactional account and serves as evidence of your membership in the Credit Union. Should your account fall below the required par value amount, your account will be subject to suspension and termination of services. Furthermore, you risk account closure and loss of membership.

You further authorize the Credit Union to check your accounts, credit, employment history, references, to obtain reports from third parties, as needed on a periodic basis including credit reporting agencies, ChexSystems, and others sources in an effort to verify your eligibility for the accounts and services requested.

- 5. Membership Benefits and Obligations.** Upon approval of your application and the deposit of any required shares, you become a “member-owner” of this Credit Union. As a “member-owner” you are eligible to apply for all Credit Union deposit, loan and other financial services; and you may vote at all annual or special

meetings of the membership if you are 16 years of age or older. You have an obligation to the Credit Union and all other member-owners to follow the rules established from time to time for the use of these services, and not to cause the Credit Union any loss.

**6. Criminal/Investigations**

**Credit Union’s Right to Investigate.** It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions. It is expressly agreed that this shall specifically include the right to inspect and scan a member’s or users access device(s); and to report the Credit Union’s findings of such investigation to all owners and/or users.

- 7. Cross-Collateralization.** To reduce the possibility of loss, members grant to the Credit Union a lien on all shares and agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed at the time of the pledge or which arise thereafter. This “cross-collateralization” of your obligations applies to all debts, including but not limited to each closed-end loan obligation, each advance under any open-end loan plan, and all obligations under any credit card agreement with us. Unless a contrary intent is evidenced in writing, obligations secured by a primary residence are not included in the “cross-collateralization” of your obligations to us.

- 8. Deposit of Funds Requirements.** Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or items though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check, draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the checking or check within 11/2 inches from the top edge, although we may accept endorsements outside the space. However, any loss we incur from a delay processing error resulting from an irregular endorsement or other marking by you or any prior endorser will be your responsibility.

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

**b. Collection of Items.** We act only as your agency and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondence lost in transit. Each correspondence will only be liable for its own negligence.

**c. Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transferred.

**d. Direct Deposit.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from your accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit directly deposited into your account, we may deduct the amount returned from any of your accounts unless prohibited by law.

**e. Crediting and Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are non-business days will be credited to your account on the next business day.

**f. Return of Direct Deposits.** If we are required to reimburse the Federal Government for all or any portion of any benefit payments deposited into your account through a direct deposit plan for any reason, you agree that we may, without prior notice to you, deduct the amount returned to the Federal Government from your account or from any other account you have with us, unless the deduction is prohibited by law. This right is in addition to any other rights we have under this Agreement, including our right to set off and our security interest in your account(s).

**g. Multiple Payees.** Unless any check, checking or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A or B;" A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).

controls how credit unions define certain terms and conditions of deposit accounts. The characteristics of accounts determine whether accounts are transaction accounts and require the credit union to maintain a reserve at the Federal Reserve Bank. In accordance with the Regulation, for Primary Savings, Alumni, Member Option Club, Premier, and Classic Money Market accounts, no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month.

To assist you with avoiding the excessive fee withdrawal and/or account closure, we suggest that you:

1. Apply for a Checking Line of Credit for overdraft protection or
2. Have your direct deposit or payroll posted to your checking account to avoid transfers from savings.
3. Utilize Online Banking (home-banking) to monitor your account more closely to reduce the number of automatic transfers from savings.

- 10. Funds Availability.** The first \$250 from a check deposited into your checking account will be available on the first business day after the day of deposit.

All checks deposited into checking accounts will be available no later than two business days after deposit.

For those checks subject to exception holds, funds will be available no later than seven business days after deposit.

See Funds Availability Policy Disclosure for details.

**Mobile Check Deposit.** See Mobile & Electronic Services Disclosure for funds availability of checks deposited using Remote Deposit Capture.

**ACH Debit Origination.** Your ACH debit originated in Online banking may be held if for any reason we believe or suspect the ACH debit will be returned and/or uncollectible.

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Coca-Cola Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application or account card as applicant, joint owners, or any authorized users. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more savings and primary savings, checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and Conditions in this Agreement and any amendments for the EFT services offered.

**1. EFT Services.** If approved, you may conduct any one or more of the EFT services offered by the Credit Union:

**a. VISA Debit Card.** You may use your Card to purchase goods and services from participating merchants. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your accounts is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Accounts, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit Union, Cirrus Networks, and such other machines or facilities as the Credit Union may designate. At the present time, you may also use your Card to:

- Withdraw funds from your checking accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept VISA.
- Order goods or services by mail or telephone from places that accept VISA.

The following limitations on the frequency and amount of VISA Debit Card transactions may apply:

- Maximum number of VISA Debit Card purchases you may make per day is 35.
- Maximum limit of cash withdrawals you may make in any one day from an ATM machine is 4.

- Individual daily ATM debit card limit is established at the time of the opening with a maximum of \$500.00. Purchases has a maximum daily limit of \$3,500.00

**b. Phone Banking.** At the present time you may use Phone Banking to:

- Withdraw funds from your primary savings and checking accounts.
- Transfer funds from your primary savings and checking accounts.
- Obtain balance information for your primary savings and checking accounts.
- Make loan payments from your primary savings and checking accounts.
- Access your Line of Credit account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Phone Banking via a touch tone telephone and/or computer. Phone Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

**c. Preauthorized EFTs.**

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your primary savings or checking account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings and checking account.

**d. Online Banking.** At the present time, you may use Electronic access service to:

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

- Transfer funds from your primary savings and checking accounts.
- Make loan payments from your primary savings and checking accounts.
- Access your Line of Credit account.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under the electronic/PC access service via personal computer. Electronic service will be available for your convenience twenty-four (24) hours per day.

This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as the primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- There is no limit to the number of inquiries you may make in any one day.

**e. Bill Pay.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorized and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$100,000, if there are sufficient funds in your account.

**2. Transfer Limitations.** Refer to Regulation D for limitations.

### 3. Conditions of EFT Services.

**a. Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to the instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Foreign Transactions.** VISA Purchases and cash withdrawals made in foreign countries and foreign currencies will be debited from your account in U.S. dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by VISA International. Currently, the currency conversion rate used to determine the transaction amount is U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**d. Security of Access Code.** You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and primary savings, checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the



## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint owner.

- 4. Fees and Charges.** There are certain fees and charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you as required by applicable law.

If you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry.) The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**a. VISA Debit Card Fees.**

- We do not charge for any ATM withdrawals at the present time.
- We do not charge for any POS transactions at the present time.
- Non-sufficient funds fee of \$30.00.

**b. Preauthorized EFT Fees.**

- Non-sufficient funds fee of \$30.00.

**c. Bill Pay Fees.**

- Do not charge any fees for Bill Pay.

**d. eStatements.**

- Paper statement fee of \$3.00 per statement cycle for Online Banking users who do not sign up for eStatements.

- 5. Member Liability.** You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority. 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 a transaction was made with your Card or Card number without your permission, and was either a VISA or other valid network, you will have no liability for the transaction. Unless you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove we could have stopped some-

one from using your Card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

800-442-4757 or write to:  
(For VISA Debit Card) Card Services  
PO Box 815909  
Dallas, TX 75381

**6. Right to Receive Documentation.**

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, preauthorized EFTs, online banking transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 404-676-2586. This does not apply to transactions occurring outside the United States.

**7. Account Information Disclosure.** We will disclose information to third parties on your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

**8. Business Days.** Our business days are Monday through Friday, excluding normal banking and federal holidays.

**9. Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

on time for in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts is necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or online banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**a. Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not

receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

**b. Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (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.

**c. Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (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.

- 10. Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered.

We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your Debit Card.



## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

- Report all crimes to law enforcement officials immediately.

- 11. Billing Errors.** In case of errors or questions about electronic funds transfers from your savings and primary savings, checking accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement or which the problem appears. Call us at:

(404) 676-2586 in Metro Atlanta  
(877) 277-2586 outside Metro Atlanta  
Fax: (404) 598-2586

or write to:

Coca-Cola Credit Union  
P.O. Box 1734  
Atlanta, GA 30301

- Tell us your name and member number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made 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 (10) business days.

We will tell you the results of our investigation within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days or 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 ten (10) business days, we may not credit your account.

\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate.

\*\* If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of only forty-five (45) days to investigate.

NOTE: If the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days

unless we determine that the circumstances of your account history warrant a delay, in which case you will receive credit within ten (10) business days.

- 12. Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping the use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants authority that bill payment transfers have been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.
- 13. Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Georgia and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.
- 14. Enforcement.** In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

### 11. Account Access.

**a. Authorized Signature.** Your signature on the Application for Share Account authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an authorized person. You authorize us to honor transactions initiated by a third party to whom you have given your account number even if you do not authorize a 14 particular transaction.

**b. Honoring the Access Card.** Neither the Credit Union nor merchants authorized to honor the Access Card will be responsible for the failure or refusal to honor the Access Card or any other device the Credit Union supplies to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an ATM machine, in person, by mail, automatic transfer, or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form or power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

**d. Ownership of Access Card.** Any Access Card or other device which the Credit Union supplies to you is the Credit Union's property and must be returned to the Credit Union, or to any person whom the Credit Union authorizes to act as the Credit Union's agent, or to any person who is authorized to honor the Access Card immediately according to instructions. The Access Card may be repossessed, revoked or terminated at any time at the Credit Union's sole discretion without demand or notice. You cannot transfer your Access Card or Account to another person.

**e. Security of Access Code.** You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed, either verbally or in writing, to third parties, including Credit Union personnel, or recorded on or with the Access Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your Access Code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any multiple party account owner can authorize the withdrawal or transfer of funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, the

Credit Union may terminate your EFT services immediately.

**12. Withdrawals From Your Account(s).** Generally, you may withdraw funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Except as otherwise specifically provided in this Booklet or other written agreement(s) with us, all withdrawals shall be made in person or by written order, duly executed or by power of attorney upon a form acceptable to us and duly authenticated.

**a. Restrictions on Withdrawals from All Accounts.** In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) days but not more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if you have sufficient funds available in your account to pay the full amount of your withdrawal orders or you have an overdraft protection plan. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow a withdrawal, and will advise when required by applicable law if; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you fail to pay a loan owed to us when due.

**b. Transaction Limitations for All Savings, Premier, Holiday Club, Classic Money Market, Alumni Savings, IRA, and HSA Savings Accounts.** During any statement cycle, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized, automatic telephone or audio response transfer or instruction. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received through ACH. Any minimum withdrawal requirements are set forth in the Schedule.

If you exceed the transfer limitations set forth above in any statement period, we may reverse or refuse to make the transfer, and your account will be subject to closure by the Credit Union and a fee as stated in the Schedule.

You may make an unlimited number of withdrawals from these accounts in person, by mail, at an ATM. There is also no limit on the number of transfers you may make to any loan account(s) which are also incorporated herein by reference.

**c. Term Certificates.** Any Term Certificate, Certificate or Certificate Accounts offered by the Credit Union are subject to the terms of this Agreement, the Schedule, and any account receipt or certificate, which are incorpo-

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

rated herein by reference. IRA certificate accounts are also subject to the limitations imposed by federal law and regulations and to any limitations set forth in your Credit Union IRA Agreement, the terms of which are also incorporated herein by reference.

**d. Checking Accounts.** The Credit Union may refuse any check or other item drawn against your accounts or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account in any order determined by us, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regards to the signature or alterations; and checks, when presented, shall be paid without verification. We may disregard all information attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination.

You agree to take precaution in safeguarding your blank checks. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen.

If you are negligent in safeguarding your checks, we will have no liability or responsibility for any losses you incur as a result of fraud or forgery if we pay any such check in good faith pursuant to standard commercial practices.

**e. Telephone Transfers.** A transfer of funds from one of your accounts to another of your accounts at the Credit Union may be made by telephonic instructions given by the same persons and under the same conditions that a written transfer request could be made.

**13. Account Rates and Fees.** Our payment of dividends on your account(s) is subject to the account rates, fees, compounding and crediting policies and balance requirements set forth in the Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or transfers and transactions made by any person to whom you provide authority or the means to access your accounts or other services shall be deemed authorized by you, and the

Credit Union will not have any responsibility or liability whatsoever for such withdrawals, transfers or other transactions. Further, you and the person authorized (as defined herein) shall be jointly and severally responsible to the Credit Union for all such access or use of your accounts and services with us. The Credit Union will charge you a \$5.00 per month fee after twelve (12) months of account inactivity.

**a. Access to account information.** You agree that all owners and authorized users, will have access to information regarding transactions on your accounts, including but not limited to deposits, withdrawals, account balances, account history and other information relating to or arising with regard to this account or any transaction.

**14. Powers of Attorney.** The Credit Union may allow a third person acting as your attorney-in-fact to make transactions regarding your account(s), pursuant to a Power of Attorney, but has no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your attorney-in-fact, and may restrict account access, withdrawals and transfers. Further, you agree to reimburse the Credit Union for all costs and expenses, including attorneys' fees, we incur and agree to indemnify us for any loss we may incur in accepting the use of Power of Attorney.

**15. Overdraft(s) and Overdraft Protection Plan Agreement.** An overdraft occurs when you make any transaction that exceeds the balance in the account you access by check, electronically, or otherwise. You agree not to cause an overdraft with us. However, if for some reason you do cause an overdraft on your account, all checking accounts may receive Automatic Overdraft. The Automatic Overdraft program will automatically draw available funds from your savings and/or overdraft line of credit account as designated. The default overdraft account is the 01 Regular Shares Savings account. Automatic Overdraft will not draw your Regular Savings below the \$10.00 minimum required balance. Money Market, IRA, HSA, and Share Certificate accounts may not be used for overdraft protection.

The following electronic transactions are included: Online Banking transfer, ATM transfer, Mobile Phone Banking Transfer, preauthorized electronic merchant debits from savings. After the six (6) free transactions, your account will be charged an excessive withdrawal fee according to the Credit Union's Rate and Fee Schedule.

**16. Personal Check Stop Payment Requests.** A check means a draft payable on demand and drawn on a bank. If you don't want us to pay your personal check, you can ask us to place a "Stop Payment Request" ("SPR") on the check. You can notify us by mail, telephone, electronically, or in person. Any such instruction must be

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

given to a teller, member service representative or branch manager of the Credit Union. Your Stop Payment Request will take effect when we record it on your account.

A Stop Payment Request will not be valid and binding on us unless your Stop Payment Request includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. If this is a multiple party account, we will accept a Stop Payment Request from any owner regardless of who signed the instrument or otherwise authorized the transaction. Only the person placing the Stop Payment Request may release the Stop Payment Request.

We will charge you a service charge for any Stop Payment Request as set forth in the Schedule, which sum may be transferred by us from an owner's account(s) or paid directly to the Credit Union.

If you give an oral Stop Payment Request that is not confirmed in writing by you within fourteen (14) days, your Stop Payment Request will expire and we may thereafter pay the instrument.

If you provide written confirmation, your Stop Payment Request will be effective for a period of six (6) months.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after receipt of your oral order to stop payment; (2) more than six (6) months after your written order to stop payment; (3) through inadvertence, oversight or accident, we honor any postdated check; or (4) if you fail to provide us with complete or accurate information. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or another instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

This means that you are required to reimburse us for any loss or damages and reasonable costs, expenses or attorneys' fees that we incur in defending the Credit Union against any claims or demands made against us as a result of following your stop payment order.

You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an insufficient funds item rather than the service charge for a stop payment order. If available, any stop payment order we receive by electronic mail or by similar means shall be treated as an oral order.

**"ACH Stop Payment Requests"** An Automated Clearing House (ACH) item is when an authorization is received by an Originator to debit your account for a specified amount of money on a specific date one time or recur at

substantially regular intervals; or your eligible check provided to the Originator at the point of purchase or at a manned bill-payment location for the payment of goods or services, is later converted to ACH debit entry.

An ACH stop payment order is intended to stop the payment of one ACH entry only, similar to a stop payment order placed on a check. To stop all future ACH activity relating to a specific authorization, you must revoke (i.e. cancel) the original authorization directly with the Originator in the manner specified on the authorization. If you are unable to resolve the issue with the Originator, you can ask us to place a "Stop Payment Request" on the item.

You must notify us by mail, telephone, electronically, or in person at least three (3) business days before the scheduled date of the transfer to request a stop payment. Any such instruction must be given to a teller, member service representative or branch manager of the Credit Union. Your Stop Payment Request will take effect when we record it on your account.

Your stop payment request will not be valid and binding on us unless you complete and sign an ACH Stop Payment Form with your information and the stop payment details. If this is a multiple party account, we will accept a Stop Payment from any owner regardless of who authorized the transaction. Only the person placing the Stop Payment Request may release the Stop Payment Request.

We will charge you a service charge for any Stop Payment Request as set forth in the Schedule, which sum may be transferred by us from an owner's account(s) or paid directly to the Credit Union.

If you give an oral Stop Payment Request that is not confirmed in writing by you within fourteen (14) days, your Stop Payment Request will expire and we may thereafter pay the item. The stop payment order will remain in effect until the earlier of (1) your withdrawal of the stop payment order, or (2) the return of the debit entry, or, if you instruct us in writing, to stop all future payments (permanent revocation of authority) pursuant to a specific authorization involving a specific Originator.

You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order. This means that you are required to reimburse us for any loss or damages and reasonable costs, expenses or attorney's fees that we incur in defending the Credit Union against any claims or demands made against us as a result of following your stop payment order.

- 17. Stop Payment Liability.** The fee for a stop payment order is set forth on the Rate and Fee Schedule. A member can only stop payment on a check written from their check book or an ACH item approved by the member. A Credit Union cashier's check is considered guaranteed funds and constitutes a direct obligation of

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

the Credit Union to pay the item regardless to any circumstance that should arise after issuance. Therefore, stop payment orders are prohibited on the Credit Union cashier's check.

The only legitimate reason to approve a stop payment request on a Credit Union cashier's check is if the Credit Union believes the cashier's check has been altered or when the member has sworn by affidavit that the cashier's check has been lost or stolen. You are still liable to any holder of the cashier check and to the Credit Union. You agree to indemnify and hold the Credit Union harmless from all cost, including attorney's fees, damages or claims related to the stop payment order and our refusing payment of the cashier's check, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. The Credit Union also reserves the right to freeze the amount of the replacement cashier's check in your account or have you post a bond for the amount of the replacement cashier's check.

**18. Legal Process and Other Adverse Claims.** Should we receive any legal process, including any summons, order, injunction, execution, distraint, levy, or lien, (hereafter called "Process"), or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability, refuse to honor orders to pay or withdraw sums from the account(s) and either hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction, or pay the balance over to the source of the Process. We may also refuse to allow a withdrawal if there is a dispute between owners about the account or if the account secures any obligations owed to the Credit Union. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s).

**19. Statements.** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us describing all activity on your account(s) during the statement period as required by law. If you have a joint account we are only required to provide a periodic statement to one of the account owners identified on the Account Card. If provided electronically, statements will be sent to the e-mail or other electronic address provided on your Membership Application. If you are signed up for Online Banking and also choose to receive paper statements your account may be charged a fee. You must consent to receive electronic statements. If a valid e-mail address is not maintained at the credit union then statements will be converted to paper and the applicable fee assessed. See Rate and Fee Schedule for details. In consideration of our offering an account in which we safe keep our checks and do not return them, you waive your right to receive any such items drawn on or charged to your account and release us from any liability, claims or damages for failure to send such items to you. You shall be provided a periodic statement listing the items and

all transactions charged to the account. You acknowledge that it is your duty and obligation to exercise reasonable care by promptly reviewing each periodic statement to verify the accuracy of the information listed thereon. You shall promptly notify us as to any and all questions relating to alterations, forgeries or fraud in connection with such statement within thirty (30) days of our mailing the periodic statement to you. We will not be liable for any payment made and/or charged to your account(s) if notice is not given within this thirty (30) day period. We agree to make copies of checks requested to you upon request, at reasonable charges as set forth in the Schedule. We are under no duty or obligation to retain the originals of any checks or other documentation beyond thirty (30) days from date of rendering such periodic statement.

**20. Change of Name or Address.** You will promptly notify us in writing of any change of address or your name, including your e-mail or other electronic address. In the absence of such written notice, mail to you at the address shown on our records will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any notice we may be required to provide, if it is not correct, or has changed without written notice to us, and we are required to determine your new name or address; then the Credit Union may charge a substantial fee as set forth in the Schedule.

Once an address is changed, a notification is automatically sent to the old address and the new address to advise the member of the change. If a member calls to inquire about the notification, he/she will be asked to confirm the proper address. The Credit Union does not accept an official change of address notice from the US Post Office. If an address was changed in error or without the member's authorization, the address will be changed back to its original address immediately. Great care is taken anytime a request is made to update a vital piece of personal information on an account in order to reduce the opportunity for fraud or account take over.

**21. Inactive/Dormant Accounts.** If your account falls below an applicable minimum balance or you have not made any transactions over a period specified in the Rate and Fee Schedule, we may classify your account as inactive or dormant. Unless specifically prohibited by applicable law, we may charge a service fee as set forth on the Rate and Fee Schedule for processing your inactive account. You authorize us to transfer funds from another account of yours to ensure you maintain a minimum of one par value in your regular 01 savings, and to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported



## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

and remitted to the state on your account profile in accordance with that state law for remitting abandoned property. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**22. Termination of Account(s) and Service(s).** We, in our sole discretion, may terminate any of your account(s) or service(s) or place a freeze on any sums on deposit with us at any time without notice or require you to close your account and apply for a new account if: (1) there is a request to change the owners or authorized users; (2) there is a fraud/forgery or unauthorized use committed or reported; (3) there is a dispute as to ownership of any account or sum on deposit; (4) there are any checking accounts that are lost or stolen; (5) there are returned unpaid items-transactions not covered by an overdraft plan agreement with us; (6) there is any misrepresentation regarding any account(s) or service(s); (7) the Credit Union incurs a loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe you have been negligent in protecting any access devices or codes; or (9) we deem it necessary to protect the Credit Union from any loss, or deem it to be in the best interest of the Credit Union, our members or our employees. We, on our own accord, may place a stop payment on any checking, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. If you do not accept any deposit or part of a deposit that we attempt to return after termination, then such deposit will no longer earn dividends. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However if we pay any item after termination, you agree to reimburse us upon demand.

**Reassignment of Account Numbers, Access Devices and Related Matters.** If we suspect fraud, illegal or improper activity, or if we have any legitimate need to make changes pursuant to Credit Union policies or operational requirements; we may, at our discretion, transfer your existing account(s) to replacement account(s) with a new account number(s). We may also make this reassignment when your account is reported compromised by you. If we issue you a replacement account number, all terms of this agreement will continue to apply, without interruption, as if you retained the discontinued account number. We may also reissue new access devices, and require you change access via usernames, passwords and other actions as deemed necessary to accomplish the purposes for any reassignment hereunder. You agree that this will not create a new member relationship and our existing relationship will continue uninterrupted with this reassignment.

**Duty to Cooperate.** You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery,

unauthorized access or any other adverse claim(s).

**Par Value Requirement.** If your membership account(s) (01 Savings Account and/or 30 Health Savings Account) balance falls below the required par value for membership, then we may terminate your membership pursuant to the Credit Union's Bylaws.

**23. Membership Termination.** You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions. You further agree that we can terminate your membership for cause based on any of the circumstances defined in section 16; without notice or further action. Upon termination, no transactions will be allowed.

**24. Death of Account Owner.** We may continue to honor all transactions on your account(s) until we receive actual notice of your death. After receiving actual notice, we may honor all transactions you authorized for a period of ten (10) days, unless we are ordered not to do so by a person claiming an interest in your account(s). We can require any person claiming the funds in your account(s) to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according to the express instructions in the Account Card (i.e., Payable on Death Beneficiary). If no express beneficiary(ies) is provided, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the Credit Union may, but has no obligation, to pay the funds to any heir, who will be solely responsible for any further distribution of said funds. The Credit Union may require documentation satisfactory to be provided regarding any right, claim or fact regarding any matter related to or arising from the payment of funds hereunder. The Credit Union will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to the Credit Union will be paid from the funds in your accounts before any payment is made. In case of death of a joint account owner, the deposits will be subject to additional provisions of Paragraph 26 hereof.

**25. Security Interest and Lien on Account(s).** By signing the Account Card, or your use of any account or service, you grant us a lien on any and all funds in any joint and individual share account(s), regardless of the source of the funds in the account(s) or any owner's contributions, to secure any account owner's joint or individual obligations to us, now or in the future, whether direct, indirect, contingent or secondary. You agree that this lien is impressed as of the first date that an applicable account is opened with us. This lien secures all debts you owe us pursuant to any loan agreements; under this Agreement;

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

arising from any insufficient funds item, fees, costs, expenses, or otherwise. You understand and agree that the Credit Union has multiple rights which include a "consensual lien," a "statutory lien" pursuant to 12 USC B1757 and 12 CFR B701.39, applicable state law and our "common law" right to set off, which authorize us to apply the funds in any joint or individual account to any obligations owed to us if you default or fail to pay or satisfy any obligation to us without any legal process, court proceeding or any notice to any owner of the account(s) affected hereunder or otherwise under this Agreement. You specifically agree that we have a right to place an administrative freeze on any of your joint or individual account(s) and that such action shall not violate 11 U.S.C. B362 or other applicable law. You agree that your account(s) are not assignable or transferable except to the Credit Union unless specifically authorized in writing by us. Obligations secured by your primary residence, household goods and any funds in an IRA or HSA account are not included in our lien or this security interest, unless subject to a specific pledge or security agreement.

The Credit Union will not have any responsibility or liability of you or others relating to the dishonor or other return of any check, draft, ACH transaction or other order occurring as a result of our exercising our lien rights or freezing any accounts in order to protect or preserve such rights.

**26. Limitations on Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if through no fault of ours, your account does not contain enough money to make the transaction; circumstances beyond our control prevent the transaction; your loss is caused by your negligence or that of another financial institution; or the money in your account is subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by us. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by references to this Agreement and applicable written form.

**27. Telephone Requests.** You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine.

Furthermore, we reserve the right to refuse to execute any telephone request or order.

**28. Information About Your Accounts and About You.**

Generally, we will not disclose information to third parties about your account(s) or about you without your permission. However, we may disclose information (1) when it is necessary to complete transfers or transactions; or to send notice of dishonor or nonpayment; (2) to our accountants; (3) to state or federal government regulators; (4) to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime; (7) to comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute; (8) to furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information; or (9) when we are attempting to collect an obligation owed to us.

In addition, you understand and agree that we may, from time to time, request and review consumer credit reports and other information about you prepared by credit reporting agencies or others.

**29. Multiple Party Accounts.** An account owned by two or more persons is a multiple party account.

**a. Right of Survivorship.** Unless otherwise stated on this Application for Share Account, a multiple party account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a multiple party account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and any security interest or pledge the deceased granted by a deceased owner, even if a surviving owner did not consent to it.

**b. Control of Multiple Party Accounts.** Any owner is authorized and deemed to act for any other owner (s) and may instruct us regarding transactions and other accounts matters. Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or part of the shares without the consent of the other owner(s). Only the member can request membership be terminated. We have no duty to notify any owner(s) about transactions. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners of inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

**c. Multiple Account Owners Liability.** If a deposited

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our right against any account of an owner or all funds in the multiple party account regardless of who contributed them.

**30. Single Party Accounts.** A single party account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary /or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal request of an owner or owner's agent prior to notice of an owner's death.

**31. Payable on Death.** Payable on Death ("POD") accounts are governed by your agreements with the Credit Union and applicable state law. A POD account instructs us that the designated account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, is payable to any surviving beneficiary designated by your Account Card. Accounts payable to more than one surviving beneficiary are jointly owned without any rights of survivorship. This means that the sums in the account may be paid to any surviving beneficiaries individually or otherwise. However, no amount will be paid to any beneficiary, their heirs or successors, who are not living at the time the account becomes payable to beneficiaries. POD beneficiary designations do not apply to IRA or HSA accounts, but instead, are subject to your IRA and HSA Agreement/Certificate. The Credit Union has no obligation to notify any beneficiary of any POD account or the vesting of his or her interest. Further, the Credit Union is also entitled to all additional protections provided by applicable law regarding the payment of sums on deposit in POD accounts.

**32. Minors Accounts.** For any account established by a minor, we reserve the right to require the minor account to be a multiple party account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to use for any returned item, overdraft, or unpaid charges or amounts on such account. We require a minor to sign the Account Card if the minor can sign his or her own name. If the minor is unable to sign, the adult should sign for the child (e.g., "Mary Doe by John Doe, Father"). Any adult owner must also sign, even if he or she signed for the minor. We require a minor's signature on the Account Card before a minor can make a withdrawal on any account. We may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account. We have no duty to inquire of the use or purpose of any transaction by

the minor or any account owner. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**33. Member Organization or Business Accounts.** Accounts held in the name of a member, organization, or association for business purposes are subject to the same terms set forth in the Agreement and the following additional rules. The account owners agree to inform us of the persons authorized to transact business on behalf of the business or organization in a resolution acceptable to us. The parties identified in the resolution will be authorized to contract and otherwise act on behalf of the entity identified. We may rely on the resolution and corresponding Account Card until such time as we are informed of changes in a written document signed by any owner, officer or director of the organization that is actually delivered and received by us. We may require that third party checks payable to an organization not be cashed, and be deposited to a business account. Further, if a resolution or Account Card identifies the member owner as an organization of any type; or if the Credit Union determines that any account is used for any business or organizational purpose, such account is deemed to be a "business account" and may be subject to additional fees or other requirements. We will have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless we have written notice of any wrong doing.

**34. Costs, Expenses and Attorneys' Fees.** If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union or if we incur any costs or expenses as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process or otherwise, then all owners of the account(s) concerned agree, jointly and severally, to pay us for all costs and expenses, including reasonable attorneys' fees.

**35. Indemnity.** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an indemnity).

**36. Account Changes.** Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. If a change to a joint account or service is requested, we may require that all joint owners indicate their consent by signing our document evidencing the change. As set forth herein, the Credit Union, in its sole discretion, may change any term or condition of this Agreement, including the method for determining dividends, at any time without notice except as expressly required by applicable law.

**37. Member Identification Program.** As a result of the

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

September 11, 2001 attack on America, The USA Patriots Act was signed into law. In an effort to comply with this regulation, the Credit Union must verify the identity of each new applicant and / or signatory being added to a new account or an existing account. Furthermore, the Credit Union must maintain a record of the information used to verify the person's identity including name, physical address, date of birth, social security number and / or other identifying number associated with the applicant. Upon receipt of your application for membership on a new or an existing account, you authorize the credit union to verify your identity. This applies to all account types, all loans, and or extensions of credit. You will be asked to provide a minimum of two (2) items of identification, or more at the Credit Union's discretion, prior to opening or being added to an existing account in an effort to verify your identity. Services will not be rendered until the verification process has been completed.

**38. Identity Verification Program.** In order to comply with the USA Patriots Act, effective on or after October 25, 2002, Coca-Cola Federal Credit Union is required to verify the identity of each applicant applying for and opening a new account or service with the Credit Union. As a Financial Institution, the Credit Union is required to obtain and verify the following: name, residential address, tax identification number, and date of birth. The Credit Union pulls a Credit Bureau Report and ChexSystems Report on all applicants at Account Opening in order to verify the applicant's identity. Additional data may also be gathered depending on the type of account applied for or opened. This Act requires the Credit Union to maintain a copy of the records used for verification of the applicant's identification and to periodically update this information. Confidentiality of the information maintained by the credit union will be maintained as required under the Privacy Act.

**39. Documentation of Foreign Status.** Foreign individuals should use Form W-8BEN to document their foreign status and claim any applicable treaty benefits for chapter 3 purposes (including a foreign individual that is the single member of an entity that is disregarded for U.S. tax purposes) according to the Internal Revenue Service of the United States. Individual account holders (both U.S. and foreign) who do not document their status may be deemed recalcitrant (resisting authority). This may lead to withholding at the foreign-person withholding rate of 30% on certain payments or the backup withholding rate under section 3406.

If a change in circumstances makes any information on a W-8BEN form 26 incorrect, then the person whose name is on the certificate or other documentation must inform the Credit Union within 30 days of the change and furnish a new W-8BEN form.

Please see instructions: <http://www.irs.gov/pub/irs-pdf/i-w8ben.pdf> or speak with a tax advisor.

**40. Agency Designation on an Account.** An agency design-

ation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

**41. Trust Accounts.** A trust account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to any names and surviving trust beneficiary designated on your Account Card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship. Any trust beneficiary designation shall not apply to Individual Retirement Accounts (IRAs) or Health Savings Accounts (HSA), which shall be governed by a separate beneficiary designation.

**42. Uniform Transfers/Gifts to Minors Account.** A Uniform Transfers/Gifts to Minors Account (UTTMA/UGMA) is an individual account established by a member as a custodian by depositing funds as an irrevocable gift to minor. The minor to whom the gift is made is the owner and beneficiary of the funds. The custodian has possession and control for the exclusive right to benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodian's death, the Credit Union may place an administrative hold on the account until it receives instruction from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.

**43. Business Days.** The Credit Union's business days are Monday through Friday excluding normal banking and Federal holidays.

**44. ACH & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us that amount if we do not receive final settlement. When you initiate a wire transfer, you must identify the recipient by name, financial institution, account number or identifying number. The Credit Union (and other institutions) may rely on the account or another identifying number as the proper identification even if it identifies a different party or institution.

Please refer to the Rate and Fee Schedule for outgoing wire fees. Wires received before 2:00P.M. EST will be processed the day they are received. Wires received

## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

after 2:00P.M. EST will be processed the next business day. It is imperative that you maintain accurate and correct information with us at all times. Wire requests will be verified. Wires that fail verification, will not be processed. The credit union shall not be responsible for wires not processed due to lack of verification.

**What is a Remittance Transfer?** When consumers in the United States send money electronically to consumer or business recipients in foreign countries.

**What to do if You Want to Cancel a Remittance Transfer.** You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number or e-mail address on the back of this publication within 30 minutes of payment for the transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

**Errors on Remittance Transfers.** If you think there has been an error or problem with your remittance transfer, call us, write us, or email us using the contact information on this publication. You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (1) Your name and address [or telephone number]; (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) The dollar amount of the transfer; and (5) The confirmation code or number of the transaction. We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three (3) 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 any documents we used in our investigation.

The Credit Union offers Online Banking Wires which allows members the ability to submit their own wire (s) on-line via Online Banking, using a flexible web-based solution for completing end-to-end wire transfers. Outbound wires submitted before 2:00 P.M. EST. will be processed the same day. Any wire received after the cut-off time will be processed the following business day.

**45. Elder Abuse.** Every day, older adults and adults with disabilities are suffering from abuse, neglect, and exploitation; often by people they trust the most. Abusers may be spouses, family members, personal acquaintances, professionals in positions of trust or opportunistic strangers who prey on the vulnerable.

### TYPES OF ABUSE

- Physical abuse;
- Mental, emotional, or verbal abuse;
- Sexual abuse;
- Neglect;
- Self Neglect; and
- Financial Exploitation

The Credit Union is mandated by Georgia law and will report suspected abuse, neglect or exploitation.

**a. Our Employees' Access to Member Information.** Employees' access is restricted to their need to know such information for business reasons. All employees are trained to respect member privacy, and those who violate our Privacy Policies are subject to disciplinary action.

**46. Protecting Our Children.** We do not knowingly solicit data from children, and we do not knowingly market to children. We recognize that protecting children's identities and privacy on-line is important and that the responsibility to do so rests with both the on-line industry and with parents.

**47. What You Can Do to Protect the Security of Your Information.** An important part of the responsibility of protecting your financial information rests with you. What can you do?

- Routinely review and reconcile your account statements.
- If you become aware of incorrect information either in our records or as reported by us, please notify us at Coca-Cola Federal Credit Union, P.O. Box 1734, Atlanta, Georgia 30301 or call 404-676-2586 within metro Atlanta, or toll free at 877-277-2586 outside Metro Atlanta and we will make the necessary corrections promptly.
- Safeguard and protect your account records, passwords, logon identification and other information pertaining to your relationship with us.
- NEVER reveal your access codes, passwords or personal identification numbers ("passwords") to anyone - ever! Attempts to break these passwords are monitored by special software, which will only allow a few attempts before the password needs to be reset personally in one of our branches. If you think any of your passwords have been compromised, change them immediately!
- Don't leave your computer while you are in the midst of an on-line session or transaction.
- When you are finished using any of our on-line services, be sure to log off the system before visiting other web sites.



## MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT

- If other people have access to your computer, clear your browser's cache in order to remove copies of web pages that may have been stored temporarily on your system.

**48. Links to Third Party Web Sites.** Our web site may contain links to third party web sites. We provide these links as a service to you. When you link to a third party web site you leave our web site. We want you to be aware that we are not responsible for the privacy practices of any other web site. We encourage you to read the privacy policies of any web site you access, especially if individual identifying information is being collected. We are not affiliated with an agent of any third party web site that you link to via our web site.

**49. Choosing Not to Have Your Information Shared with Others.** If you do not want us to share your non-public personal information (other than as permitted by applicable law), you may instruct us not to do so by:

- Completing an "opt-out" form at one of our branches;
- Sending us an e-mail at [creditunion@coca-cola.com](mailto:creditunion@coca-cola.com);
- Writing us at Coca-Cola Credit Union, P.O. Box 1734, Atlanta, Georgia 30301. (Note: Please provide your full name, address, telephone number(s), social security number, and member numbers); or,
- Completing and submitting to us the "opt-out" form on our web site, [creditunion.coca-cola.com](http://creditunion.coca-cola.com).

An election to opt out by any owner, borrower or guarantor will apply to all other joint owners, co-borrowers and guarantors.

**50. Reducing the Advertising You Receive From Others.** If you would like to reduce the amount of advertising you receive from entities other than the Credit Union, please write to:

Direct Marketing Association  
Mail Preference Service  
P.O. Box 643  
Carmel, NY 10512

or visit this website for more information:  
[dmaconsumers.org/offemaillist.html](http://dmaconsumers.org/offemaillist.html).

Please be sure to include complete information about each name, address, and telephone number you would like excluded from these lists. If you have moved within the last year, please also include your old address and phone number. The same is true for name changes and the addresses and phone numbers associated with each name.

**51. Pre-Approved Credit Solicitations.** If you would like to have your name taken off all pre-approved credit solicitations (not just Credit Union solicitations), you can write to the following credit reporting agencies. Please

be sure to include your name, current address and social security number.

Experian Consumer Opt-Out P.O. Box 919 Allen, TX 75013	Trans Union Corporation Name Removal Option P.O. Box 97328 Jackson, MS 39288-7328
---	--

Options Equifax, Inc.  
P.O. Box 740123  
Atlanta, GA 30374-0123

**52. Notices and "Joint Relationships."** Except where expressly required by applicable law, we will provide all notices, including opt-out notifications, to the person (member) listed first on any application, agreement or other relevant document with us. The notice will be mailed to the address noted for said person on the application, agreement or other document. If this person (member) has agreed to receive notices and disclosures electronically, then we can send all such notices and notifications, including but not limited to appropriate opt-out forms, to the e-mail or internet address provided by said person. All joint owners, borrowers and guarantors agree to the receipt and sufficiency of any notice or notification sent according to this paragraph.

**53. Membership Agreement Acknowledgment.** You acknowledge that you have received and agree to be bound by any terms and conditions in this Membership Agreement, Truth-in-Savings Act Rate and Fee Schedule, and any Special Account or other separate Account Service Applications or Agreements as amended from time to time, which are incorporated herein by reference. You consent that the Credit Union may undertake to verify eligibility for any account(s) and service(s) now and in the future. In addition, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and credit history, including any credit reports.

The credit union's privacy policy is subject to change without notice. Any changes to the privacy policy will apply to information collected after the date of the revision. No provisions contained herein shall be determined to change or alter any other contracts or policies between the credit union and its members.

**54. Check Acceptability.** The Credit Union does not accept postdated checks, which means that the check is dated in the future. Stale dated checks means the check is more than six months old. The Credit Union will adhere to explicitly stated time frame of acceptance printed on a check.

**55. ACH Electronic Check Presentation.** Electronic check conversion (ECK) transactions are transactions where a check, draft, or similar paper instrument is used as a source of information to initiate a one-time electronic fund transfer from a consumer's account for payments made by the consumer at either the point of purchase or a manned bill payment location.

## E-CONSENT COMMUNICATIONS AGREEMENT

The Terms and Conditions of Services shall be governed by the Bylaws of Coca-Cola Federal Credit Union (Credit Union, us, we, our) and construed in accordance with Federal and State of Georgia laws and regulations as amended from time to time. You agree to be bound by and comply with the requirements of the Terms and Conditions for Services. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

- 1. Consent For Electronic Communication.** By clicking “I Agree” you affirmatively agree and authorize the Credit Union to conduct business with you electronically. This disclosure documents your consent to conduct transactions electronically and to electronically receive disclosures and notices relative to the accounts you are applying to open with us online and other products and services we may offer. The disclosure also describes your rights relative to conducting transactions electronically and to electronically receiving disclosures and notices, as well as the consequences of withdrawing your consent. We recommend you print and retain a copy of this disclosure and all the disclosures and agreements related to this transaction.

The information may include, but is not limited to:

- Account Alerts
- Annual Privacy Notice with opt-out option
- Billing Rights
- Disclosures
- Documents (Statements, Notices, and Receipts)
- Electronic Funds Transfer Disclosure
- Funds Availability Policy
- Notice of change in terms for your deposit account
- Notice of change in schedule of fees
- Terms and Conditions of your deposit account
- Truth-In-Savings

Once you consent, you will be able to apply to open accounts online. If you do not consent, you will not be able to apply online. However, regardless of whether you consent, you will still be entitled to apply to open accounts through other methods that we permit, such as in person.

- 2. Paper Copy.** Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form. You have the right to receive a paper version of a periodic statement, disclosure and/or notifications required by federal and state regulations upon request. There may be a fee for requesting any paper copy of an electronic statement we have previously provided to you. Refer to our rate and fee schedule for current fee.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided by law or in other agreements, you can give us all notices regarding your deposit/share accounts or your periodic statements, except for stop payment orders, by email using our then current email

address, regardless of anything in this agreement to the contrary; however, we reserve the right to have any notices confirmed in writing upon our request.

- 3. Email Address.** A valid email address is needed to receive electronic communications from us. It is your responsibility to ensure we have a valid email address at all times for each service you choose to use. If you change your email address, it is very important that you update your email address with us. Failure to do so may adversely affect our electronic communications to you. If an email is returned undeliverable, the Credit Union may terminate your electronic communication services and it will be your responsibility to resubmit your request for information that may include, but is not limited to: Account Alerts, Account Disclosures/Notifications, Statements, Notices, or Receipts.
- 4. Withdrawing Your Consent.** If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is by calling, email or writing us at our contact information listed below.
- 5. Consequences Of Changing Your Mind.** If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures.
- 6. Liability.** You understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party’s reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.
- 7. Hardware And Software Requirements.** The minimum computer hardware and software requirements to receive and keep the electronic disclosures and notices are: You must have a computer, or other device, with access to the internet and a browser that supports 128-bit encryption. You must have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 or higher, to view your electronic disclosures and notices and print for your records.

## VISA DEBIT CARD AGREEMENT

This is the general agreement covering your use of VISA Debit Card: If an overdraft loan to your checking account results from your use, refer to the Checking Account Agreement Overdraft Transfer Clause which follows. If you have a joint account, both of you are bound by this agreement and each of you are responsible for payment of the entire amount which may become due. This agreement applies only to the designated checking account.

- 1. Authorization for Payment.** When you use your card or permit someone else to use it for a purchase or cash advance, you authorize us to charge your deposit account for the amount involved.
- 2. Lost or Stolen Cards; Unauthorized Use.** NOTIFY US IMMEDIATELY if you believe your card is lost or stolen, or if you believe an unauthorized use of your card or personal identification number has occurred or may occur. FOR LOST OR STOLEN CARDS, CALL IMMEDIATELY: 1-800-472-3272.
  - a. Liability disclosure. Tell us AT ONCE if you believe your VISA Debit Card or PIN has been lost or stolen. You must notify us immediately of any unauthorized use.
  - b. 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 two business days, you can lose no more than \$50 if someone used your VISA Debit Card or PIN without your permission. If you believe your VISA Debit Card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your VISA Debit Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your VISA Debit Card or PIN, and we can prove we could have stopped someone from using your VISA Debit Card or PIN without your permission, if you had told us, you could lose as much as \$500.
  - d. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- 3. Business Days.** Our normal business days are: Monday through Friday, excluding normal banking and federal holidays.
- 4. Transactions Available at Automatic Teller Machines.** All transactions are subject to proof and verification by financial institution of account. For security reasons there are limits on the dollar amounts of certain transactions you can make at these automatic teller machines.
- 5. Fees.** Each transaction may be treated like a checking for purposes of computing any applicable charges for your checking account. Such charges are disclosed on the Credit Union's separate schedule of rates and fees as provided to you. Fraud control services, such as handling of lost or stolen cards, will result in additional fees. The Credit Union retains the right to impose a minimum balance requirement and/or per transaction fee for card transactions.\*
- 6. Account Information Disclosure.** We will disclose information to third parties about your account transactions:
  - a. If necessary for completing transactions, or
  - b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
  - c. In order to comply with government agency or court orders, or
  - d. If you give us your written permission.

TRANSFER OF INFORMATION: Generally a Federal Agency must tell you if any records obtained from a financial institution are transferred to another Federal Agency.

PENALTIES: If a Federal Agency or financial institution violates the financial privacy act, you may sue for damages or seek compliance with the law. If you win, you may be repaid your attorney's fees and costs.

Either the Credit Union or card holder may terminate their agreement as to any card and revoke the card at any time. The card holder shall be relieved of liability as to the transaction occurring after such termination, but no such termination shall affect any liability of the card holder to the Credit Union with respect to transactions initiated through the use of the card before termination. Upon any termination the card shall be returned to the Credit Union. The Credit Union may amend these regulations and any agreement concerning the card in any respect at any time by mailing a copy of such amendment to card holder at card holder's address as then shown on the records at the Credit Union, and such amendments shall be and become effective five (5) days subsequent to the date of such mailing unless card holder has theretofore returned the card to the Credit Union and terminated the agreement pertaining thereto.
- 7. Right to Receive Documentation.** A receipt or sales slip will be provided to you for each transaction. This receipt shall, be subject to verification of items deposited by you at an automatic teller machine, and constitute prima facie proof of the transaction evidenced by the receipt or sales slip. Your regular monthly checking account statement will identify and describe your VISA Debit Card transactions.
- 8. No Stop Payment.** Since VISA Debit Card transactions result in direct charges to your checking account, there

## VISA DEBIT CARD AGREEMENT

are no stop payment privileges.

**9. Liability of Coca-Cola Federal Credit Union.** The Credit Union shall be liable to a card holder for damages caused by:

1. The Credit Union's failure to make an electronic transfer of funds in a timely manner and in the amount requested when properly instructed to do so, EXCEPT:

a. If your account has insufficient funds.

b. If the funds in your account are subject to legal process or other encumbrance.

c. The transfer would exceed a credit limit.

d. An Automatic Teller System terminal has insufficient funds to complete the transaction.

e. As otherwise may be provided by the Federal Regulations.

2. The Credit Union's failure to make an electronic funds transfer if that failure is due to the Credit Union's failure to credit to your account a deposit of funds if that deposit should have been credited by the terms and conditions of the account.

3. The Credit Union's failure to stop payment of any preauthorized transfer from your account when instructed to do so in accordance with the terms and conditions of the account. HOWEVER, the Credit Union shall not be liable under this section if it can prove that its actions or failure to act were the result of:

a. An act of God or other circumstances beyond its control, that it used reasonable care to prevent the occurrence and that it used reasonable care as the circumstances required.

b. A technical malfunction known to the card holder at the time the card holder attempted to use the Automatic Teller System. If any failure by the Credit Union was not intentional and resulted from a bona fide error even though the Credit Union has procedures meant to prevent the error, the Credit Union shall be liable for actual damages.

**10. No Cash Refunds from Merchants.** If you are entitled to receive a refund from a merchant for a purchase made with your VISA Debit Card, you will not receive cash. Instead, your VISA Debit Card will be used again by the merchant to make a credit to your checking account.

**11. Refusal to Honor Card.** We are not responsible for the refusal of anyone to honor your card.

**12. Amendments.** We may amend or cancel this agreement at any time by getting your consent or by giving you notice of the amendments or cancellation. Cards are our property and must be returned upon our request.

**13. Copy Charges.** We may charge you a reasonable charge for photocopies and reprints of your statement.

**14. Miscellaneous.** If any provision of this agreement would be unlawful, the rest of the agreement will stand and the unlawful provision will be deemed amended to conform to law.

**15. Deposit Account Terms and Conditions.** The Checking Account Policies as issued by us apply to all your credit union transactions (including VISA Debit Card transactions) except as to those matters which are covered by this agreement.

## CHECKING ACCOUNT AGREEMENT FOR OVERDRAFT TRANSFER

This agreement is made and entered into by and between the member herein after referred to as “member” and Coca-Cola Federal Credit Union, hereinafter referred to as “Credit Union.”

1. Pursuant to written application made by member, Credit Union agrees to establish for member, overdraft protection; Credit Union agrees to loan member the aforesaid maximum credit line as requested by member upon the terms and conditions hereinafter set forth. Member agrees to repay the loan balance, including finance charges, in monthly installments as set forth in revolving credit note agreement and Truth-in-Lending Disclosure.
2. Loans under this agreement shall be available to member by using either of the following methods:
  - a. By means of an automatic credit to members’ checking account available to anytime transactions drawn against the member’s checking accounts are in excess of the deposits held in said account.
  - b. Upon request by member, funds will be transferred to the checking account.
3. Credit Union is not obligated to honor any transaction which would create an overdraft in excess of the maximum amount of overdraft protection, but if credit union elects to do so, the excess shall be treated as an overdraft transfer loan hereunder.
4. Credit Union may terminate this Agreement at any time upon notice to member with respect to any future overdraft transfer loans. The Credit Union may amend this Agreement by giving notice as required by law or by member’s written Agreement to any amendment.
5. In the case of joint checking account, each user shall be signed on the revolving credit note and Truth-In-Lending Disclosure and will be jointly and severally liable for any overdraft transfer loan made by honoring the transaction of either user.
6. If any provision of this Agreement is or becomes invalid under law, the remaining provision shall be affected thereby and said provision shall be deemed so as to conform to then existing law.

IN CASE OF ERRORS OR QUESTIONS ABOUT VISA DEBIT CARD TRANSACTIONS, KEEP THIS NOTICE FOR FUTURE USE:

Telephone us at 1-800-472-3272 or write VISA, c/o Coca-Cola Credit Union, P.O. Box 1734, Atlanta, GA 30301, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a VISA Debit Card transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number,

2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.

3. Tell us the dollar amount of the suspected error.

We require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account after you discover the error. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If the error asserted by you involves an extension of credit under our Overdraft Protection agreement, then after we receive your notice we cannot try to collect any amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obliged to pay the parts of your bill that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn’t make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent.

However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that there is a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. Special Rule for Debit Card Purchases Covers U.S.-issued cards only. Does not apply to ATM transactions, PIN transactions not processed by VISA, or certain commercial card transactions. Individual provisional credit amounts are provided on a provisional basis within five (5) business days and may be withheld, delayed, limited, or rescinded by Credit Union based on factors such as gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim and account standing and history. Transaction at issue must be posted to your account before provisional credit may be issued.





## CHECKING ACCOUNT AGREEMENT FOR OVERDRAFT TRANSFER

\*Card replacement fees apply. See Rate & Fee Schedule.

Federally Insured by NCUA

## CONTACT INFORMATION

### Member Services

Telephone: (404) 676-2586

Toll Free: (877) 277-2586

Fax: (404) 598-2586

### Physical Address:

1 Coca-Cola Plaza NW

Atlanta, GA 30313

### Mailing Address:

P.O. Box 1734

Atlanta, GA 30301

### Website:

[creditunion.coca-cola.com](http://creditunion.coca-cola.com)

### Email:

[creditunion@coca-cola.com](mailto:creditunion@coca-cola.com)



Federally Insured by NCUA