



**Deposit Account Rates as of July 1, 2024**  
 (\*Subject to Change)

**Primary Share (Savings)**

- Dividend bearing account (tiered)\*
- No monthly service fee
- \$5.00 deposit required-unavailable for withdrawal and held to secure your credit union membership

Tiers	Rate	APY
\$0.00-\$999.99	0.300%	0.30%
\$1,000.00-\$9,999.99	0.300%	0.30%
\$10,000.00-\$24,999.99	0.300%	0.30%
\$25,000.00-\$49,999.99	0.300%	0.30%
\$50,000.00-\$99,999.99	0.300%	0.30%
≥\$100,000.00	0.349%	0.35%

**Value Checking**

- Non-dividend bearing checking account
- No monthly service fee with a minimum or average balance requirement\*\*

\*\*\$500.00 average daily balance or \$5,000 deposit balance or combined deposit and/or loan relationship

totaling

\$10,000 is required to avoid a \$5.00 monthly service fee.

**Business Checking**

- Dividend bearing account (tiered)\*
- No monthly service fee with a minimum or average balance requirement\*\*\*

\*\*\*\$750.00 average daily balance or \$10,000 deposit balance or combined deposit and/or loan relationship

totaling

\$20,000 is required to avoid a \$10.00 monthly service fee.

*Tiers	Rate	APY
\$0.00-\$999.99	0.200%	0.20%
\$1,000.00-\$9,999.99	0.200%	0.20%
\$10,000.00-\$24,999.99	0.200%	0.20%
\$25,000.00-\$49,999.99	0.200%	0.20%
\$50,000.00-\$99,999.99	0.200%	0.20%
≥\$100,000.00	0.250%	0.25%

**Business Money Market**

- Dividend Bearing account (tiered)\*
- No monthly service fee

*Tiers	Rate	APY
\$0.00-\$24,999.99	0.747%	0.75%
\$25,000.00-\$99,999.99	1.243%	1.25%
\$100,000.00-\$499,999.99	1.736%	1.75%
\$500,000.00-\$999,999.99	1.982%	2.00%
≥\$1,000,000.00	2.227%	2.25%

Delta Community prohibits payments through Zelle in connection with a business or commercial enterprise and reserves the right to decline enrollment or terminate or suspend use of the Zelle Payment Service if we believe you are using the Zelle Payment Service for business or commercial purposes.

Federally insured by NCUA.

This Business Membership and Account Agreement (“Agreement”) covers the rights and responsibilities concerning accounts held by a business or organization account owner (“Account Owner”) and the credit union providing this agreement (“Credit Union”). In this Agreement, the words “you,” “your” and “yours” mean the Account Owner as well as each person signing a Business Account Card or other account opening document (“Account Card”) or for which membership and/or service requests are otherwise approved. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more share or deposit accounts you have with the Credit Union.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**1. CONTRACT** - Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

**2. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, the Account Owner must meet the membership requirements including as applicable, purchasing and maintaining a minimum share balance (hereinafter membership share) and/or paying a membership fee, as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

### **3. ACCOUNT ACCESS**

**a. Authorized Persons.** The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

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

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

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

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

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

**c. Access Options.** You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

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

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

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. **For accounts held at credit unions located in New York:** If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we will process the check, draft, or item as though it is payable to all such persons. **For accounts held at credit unions located in states other than New York:** If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

**b. Collection of Items.** We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**d. Final Payment.** All items and Automated Clearinghouse (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 and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**e. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

**f. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

**5. FUNDS TRANSFERS** - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (NACHA). If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

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

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

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

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and

periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**6. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

**7. TRANSACTION LIMITATIONS** - We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

**a. Withdrawal Restrictions.** We permit withdrawals if your account has a sufficient available balance to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

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

**8. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. **For accounts held at state chartered credit unions located in Wisconsin:** Credit Union liability for dividends declared by the board of directors on term share, share certificate and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union under s.186.235(11) of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings (Wis. Admin. Code DFI-CU 60.06).

## **9. OVERDRAFTS AND DISHONORED ITEMS**

**a. Insufficient Funds/Overdrafts.** If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, draft, transaction or other item that is presented for payment from the account, we may return the item or pay it in accordance with our overdraft policies or any overdraft service you have established with us. We are not required to pay any item that exceeds the available balance in your account. Items drawn on your account may be paid in any order we choose. The available balance for your account is determined according to our funds availability policy and may reflect pending transactions you have authorized but have not yet posted to your account. We may determine whether the available balance in your account is sufficient to pay an item at any time between presentation of the item and our midnight deadline, with only one review of the account required. We are not required to notify you if your account does not have sufficient available funds to pay the item. Your account may be subject to a fee as disclosed in our business account fee schedule for each item presented against an insufficient available balance, regardless of whether we return or pay the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If you have established an overdraft service with us that links your share or deposit account with other Credit Union accounts of yours, you authorize us to transfer funds from those accounts to cover the amount of any items that exceed the available balance in your account as well as the amount of any fee assessed for the transfer. Such transfers may be made from another share or deposit account, an overdraft line-of-credit account, or other account you so designate. If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in your account, the account will be overdrawn and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this overdraft protection service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

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

**c. How Transactions are Posted to Your Account.** Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

**Debits.** There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day from low to high dollar value.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

**d. Understanding Your Account Balance.** Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your

account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at [www.deltacommunitycu.com](http://www.deltacommunitycu.com), at an ATM, by visiting a credit union branch or by calling us at 404.715.4725.

**10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

**11. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

**12. FOREIGN CURRENCY** - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

**13. STOP PAYMENT ORDERS**

**a. Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

**For accounts held at credit unions located in the state of New York:** Payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. **For accounts held at credit unions located in states other than New York:** You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

**b. Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires. **For accounts held at credit unions located in the states of Florida and Texas:** We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

**c. Liability.** Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**14. CREDIT UNION LIABILITY** - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and

operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT** - You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

**16. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

**17. TRANSFER OF ACCOUNT** - All accounts are nonassignable and nontransferable to third parties except by us.

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

**19. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

## **20. NOTICES**

**a. Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.

**b. Notice of Amendments.** Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.

**d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

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



## 22. STATEMENTS

**a. Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 33 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

**c. Notice to the Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

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

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

**23. INACTIVE ACCOUNTS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account 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 then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

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

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

**25. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**26. DEATH OF ACCOUNT OWNER** - If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on the account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten days after the Account Owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming a deceased

Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

**27. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES** - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

**28. WAIVER OF RIGHTS** - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

**29. SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

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

**31. GOVERNING LAW** - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Georgia.

**32. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS** - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

**33. NEGATIVE INFORMATION NOTICE** - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**34. MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

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

**36. CONSENT TO CONTACT** - By signing or otherwise authenticating the Business Account Card, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone or text message at any telephone number associated with the account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent to be contacted on their wireless telephone number(s) at any time by providing written notice to us at Attn: Deposit Services, P.O. Box 20541 Atlanta, GA 30320, by email to commercial.deposits@deltacommunitycu.com, via phone at 404-715-4725 or by any other reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

In order to help mitigate harm to the Authorized Person(s) and the account, we may contact the Authorized Person(s) on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone number), to deliver any messages related to suspected or actual fraudulent activity on the account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts

will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. The Authorized Person(s) will have an opportunity to opt-out of such communications at the time of delivery.

## IMPORTANT ACCOUNT INFORMATION FOR OUR BUSINESS MEMBERS

Delta Community Credit Union  
Deposit Services

P. O. BOX 20541  
ATLANTA, GA 30320-2541  
404-715-4725

### ELECTRONIC FUND TRANSFERS: YOUR RIGHTS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

**ATM Operator/Network Fees** - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

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

## Documentation

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

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

## Preauthorized Transactions

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

## Preauthorized Payments

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

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

**Notice of varying amounts** - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

## Unauthorized Transfers

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

## Error Resolution Notice

In case of errors or questions about your electronic transfers, call us at the telephone number listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

- 1) Tell us your name and account number (if any).
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

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

We will tell you the results after completing our investigation.

## Delta Community Credit Union's Liability

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

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

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

**Confidentiality**

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

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

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

**Delta Community Credit Union**

**Attention: Deposit Services**

**P.O. Box 20541**

**Atlanta, GA 30320-2541**

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

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



**IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS**

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

**LIMITS & FEES DISCLOSURE**

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

Membership fee	\$5.00
Check printing fee	Fee depends on style ordered
Official check	\$5.00 per check
Money order	\$5.00 per order
Courtesy Pay fee	\$25.00 per item paid
Non-Sufficient Funds (NSF, including ACH overdraft)	\$15.00 per presentment
<p>Note that you may be charged an NSF fee each time a check or ACH is presented to us, even if it was previously submitted and rejected.</p>	
Transaction history	\$5.00 per request
Account research	\$25.00 per hour & \$.30 per page copied
Account balancing assistance	\$25.00 per hour
Non-conforming check	\$12.00 per item
Copy of paid check (with trace number provided)	\$5.00 per item
Copy of statement	\$3.00 per statement
Copy of IRS form	\$3.00 per form
Outgoing fax	\$5.00 first 3 pages, \$1.00 each additional page
Pay by phone loan payment	\$8.00 per transfer
Stop payment request	\$25.00 per item
Domestic wire transfer (outgoing)	\$20.00 per transfer
International wire transfer (outgoing)	\$40.00 per transfer
Court order processing fee	\$50.00 per order, or the maximum allowed by law
Inactive account fee	\$5.00 per month
<p>An account is inactive if the total of your combined account balances (deposits and loans) falls below \$60 and you have not made any transactions for 6 months to any account (deposits and loans).</p>	
Foreign transaction fee	1% of the foreign transaction
<p>The Foreign transaction fee is assessed for any card transaction in a foreign currency or completed outside of the U.S., including internet transactions initiated in the U.S. with a merchant who processes the transaction in a foreign country.</p>	
Foreign check fee	\$1.5% of check amount, \$20 minimum
Cash orders	\$3 per \$1,000
Cash deposits	\$3 per \$1,000 greater than \$10,000
Non-Network ATM Fee	\$2.00 per withdrawal transaction

*Note that you will be charged a Non-Network ATM Fee for each withdrawal transaction made at a non-Delta Community or COOP network ATM, regardless of whether they occur within a single or multiple ATM session.*





## Privacy and Opt-Out Notification

FACTS	WHAT DOES DELTA COMMUNITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security Number and Credit Score</li> <li>• Income and Employment Information</li> <li>• Purchase History and Payment History</li> </ul>
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Delta Community Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Delta Community Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>YES</b>	<b>NO</b>
<b>For our marketing purposes-</b> to offer our products and services to you	<b>YES</b>	<b>YES</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>YES</b>
<b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences	<b>YES</b>	<b>NO</b>
<b>For our affiliates' everyday business purposes-</b> Information about your creditworthiness	<b>YES</b>	<b>YES</b>
<b>For our affiliates to market to you</b>	<b>YES</b>	<b>YES</b>
<b>For nonaffiliates to market to you</b>	<b>YES</b>	<b>YES</b>

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

<b>What we do</b>	
<b>How does Delta Community Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Delta Community Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an Account</li> <li>• Apply for a Loan</li> <li>• Give us your Contact Information</li> </ul> <p>We also collect your nonpublic personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

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

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

**WIRE TRANSFER SERVICE AGREEMENT & DISCLOSURE**

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

**1. Scope**

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

**2. Responsibilities**

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

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

### 3. Liability

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

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

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

#### 4. General

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

Delta Community Credit Union  
Attn: Deposit Services  
P.O. Box 20541  
Atlanta, GA 30320-2541

#### 5. Security Procedures

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



**IMPORTANT ACCOUNT INFORMATION FOR OUR BUSINESS MEMBERS**

**Delta Community Credit Union  
 Deposit Services  
 P.O. BOX 20541  
 ATLANTA, GA 30320-2541  
 404-715-4725 or 800-544-3328**

**BUSINESS DEPOSIT ACCOUNT TERMS AND CONDITIONS**

**Rate information** – The dividend rates for Business Primary Share, Business Checking and Business Money Market are determined at the discretion of the board of directors and expressed in terms of APY. Value Checking accounts do not pay dividends. As of the last dividend declaration date, the dividends paid are below, based on the average daily balance method. Dividends paid are applied to the entire balance of your account. The dividend rates are accurate as of **July 1, 2024**. If you would like more current rate information, please call us at 404-715-4725. The dividend rates may change monthly.

Business Primary Share		Business Checking	Business Money Market	
Tier 1 (≤ \$999.99)	0.30%	0.20%	Tier 1 (≤ \$24,999.99)	0.75%
Tier 2 (\$1,000.00-\$9,999.99)	0.30%	0.20%	Tier 2 (\$25,000.00-\$99,999.99)	1.25%
Tier 3 (\$10,000.00-\$24,999.99)	0.30%	0.20%	Tier 3 (\$100,000.00-\$499,999.99)	1.75%
Tier 4 (\$25,000.00-\$49,999.99)	0.30%	0.20%	Tier 4 (\$500,000.00-\$999,999.99)	2.00%
Tier 5 (\$50,000.00-\$99,999.99)	0.30%	0.20%	Tier 5 (≥\$1,000,000.00)	2.25%
Tier 6 (≥\$100,000)	0.35%	0.25%		

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

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

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

**Dividend period** – For these account types, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the same as the ending date of a dividend period and for the example above is January 31.

**Average daily balance computation method** – Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use to make this calculation is monthly.

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

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

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

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



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

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

#### **BUSINESS PRIMARY SHARE AND MONEY MARKET:**

**Limitation on frequency of transfers** –We may require you to give written notice of seven (7) days to sixty (60) days prior to any intended withdrawals. Although we are required by law to reserve the right to require seven (7) days advance notice prior to permitting withdrawals, we do not presently exercise this right.

#### **CHECKING ACCOUNTS**

##### **VALUE CHECKING:**

**Minimum balance to avoid a fee** – If, during any month, your average daily balance falls below \$500.00, your account will be subject to a \$5.00 Service Fee for that month. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

**Fees and Charges** – The following fees and charges apply to this account:

\*Service Fee: \$5.00 per month

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

##### **BUSINESS CHECKING:**

**Minimum balance to avoid a fee** – If, during any month, your average daily balance falls below \$750.00, your account will be subject to a \$10.00 Service Fee for that month. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

**Fees and Charges** – The following fees and charges apply to Business Checking accounts:

\*Service Fee: \$10.00 per month

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



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**404-715-4725 or 800-544-3328**

**FUNDS AVAILABILITY DISCLOSURE**

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

**General Policy:** Except as otherwise provided below, our policy is to make funds from your cash deposits available on the same business day of your deposit and make funds from your checks deposited at Credit Union branches available on the second business day after the date of your deposit. In either case, the first \$225 will be available immediately. Electronic direct deposits or wire transfers will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

Funds from deposits of cashier's, certified, teller's, travelers', and Federal, state, and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, these checks must be payable to you (also see sections for when Longer Delays May Apply and New Accounts).

If your deposit is made at a Shared Service Center, a hold will be placed on the funds on checks greater than \$3,000. The first \$225 will be available immediately, and the remaining funds will be available on the second business day after the day of your deposit.

For determining the availability of your deposits, every day is a business day **except Saturdays, Sundays and Federal holidays.**

If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a business day (other than Saturdays, Sundays and Federal holidays) we are not open, we will consider that the deposit was made on the next business day we are open. Special note: If you make a deposit in one of the Credit Union's drop boxes, funds are considered deposited on the day on which the deposit is removed from such facility and is available for processing.

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

**Longer Delays May Apply:** In some cases, we will not make all of the funds that you deposit by check available on the second business day. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. However, the first \$225 of your aggregate deposits will be available immediately.

If we are not going to make funds available, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly with one of our in-branch employees, or if we determine it is necessary to take this action after you have left the premises, we will mail you the "hold" notice as soon as possible after the determination is made.

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

- We believe a check you deposited will not be paid.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communication or computer equipment.
- You deposit checks totaling more than \$5,525 on any one day.

Large deposit example: If you deposit a \$10,000 check, \$225 will be available on the day of deposit, \$5,300 will be available on the second business day after your deposit and the remaining \$4,475 will be available on the seventh business day after your deposit.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Generally, funds will be available no later than the seventh business day after the day of your deposit, depending on the type of deposit, balance, and where the deposit was made.

**Special Rules for New Accounts:** If you are a new member, the following special rules will apply during the first 30 days your account is open.



Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers', and Federal, state and local government checks will be available on the day of your deposit if the checks meet certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

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

**Foreign Checks:** Checks drawn on financial institutions located outside the U.S. (foreign checks) are not processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the credit for and availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which they are drawn.

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**404-715-4725**

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

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

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

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

**Security Information and Recommendations**

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

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