

A New Member's Guide

EVERYTHING YOU NEED TO KNOW ABOUT THE TRANSITION TO AVADIAN CREDIT UNION

Follow us on Facebook, Twitter, Pinterest, Instagram, our blog (blog.avadiancu.com), and LinkedIn.      

Welcome to
Avadian Credit
Union!



 **avadian**
CREDIT UNION



Welcome to Avadian Credit Union!

WE ARE EXCITED
TO WELCOME YOU
TO OUR FAMILY.



We've made it our mission to be the only financial service provider that will go out of its way every day to value you as a person, to make you feel delight, and to improve your life. We take care of you by listening to your goals and seeking the best solutions for you now and down the line.

This booklet will serve as a guide for your new Avadian account(s). The Table of Contents will show you where to find the information for each product category so you can familiarize yourself with Avadian's products and services. In addition, we wanted you to know about the other products that you can now take advantage of as an Avadian member.

If you have business accounts with Citizens State Bank, you will receive an additional guide specifically for your business accounts.

Table of Contents

Membership	4
Consumer Deposit Information	5
Savings Conversion Information	5
Kids and Teens Savings Programs	
Christmas Club	
Money Market Accounts	
Certificates of Deposit (CDs) and IRA Conversion	
Checking Conversion Information	7
Avadian's Choice Checking Accounts	
Account Statements	9
Additional Avadian Deposit Products & Services	10
Centsible Savings	
Health Savings Accounts	
Overdraft Solutions	
Lending Information	12
Consumer Loan Conversion Information	
Mortgage Conversion Information	
Additional Avadian Lending Products	13
Mortgages	
HELOC Plus	
Visa Credit Cards	
Personal Loans	
Personal Lines of Credit	
Small Dollar Loans	
Online and Mobile Banking	16
Additional Benefits of Your Avadian Membership	18
To-Do List	21
Note Regarding Arbitration	22
Disclosures and Fee Schedules	23
Privacy Disclosure	
Membership and Account Agreement	
Funds Availability Policy Disclosure	
Electronic Funds Transfers Agreement and Disclosure	
Truth in Savings for Deposit Accounts	
Truth in Savings for CDs	
Fee Schedule	
Overdraft Authorization Form	
Choice Checking Selection Form	
Locations	59

WELCOME, NEW MEMBER.

The foundation of your membership at Avadian is your savings account, so that's where we'll start.

A savings account with a minimum \$5 balance is required to maintain membership and ownership in the credit union. Avadian will open and fund a savings account for you following the completion of the acquisition before converting your other accounts from CSB to Avadian.

With the transition from Citizens State Bank to Avadian Credit Union, you're going from being a customer to becoming a member of Avadian. Being a member is more than just a different way of saying "customer," it means you are a part-owner.

As a credit union, we are a not-for-profit financial cooperative, existing not to make a profit for shareholders, but purely for the benefit of the members. Since we're not focused on maximizing profits, we are able to redirect our profits into high-quality products and services with better rates and lower fees.

But before we discuss account conversion, it's important that we reiterate something we said in the first letter you received from Avadian and Citizens State Bank regarding the acquisition: your account(s) will no longer be insured by the FDIC. Instead, it will become an Avadian account and will be insured with the National Credit Union Administration (NCUA).

The NCUA insures up to \$250,000 for each deposit account ownership category per member. Deposit insurance of up to an additional \$250,000 is provided by Excess Share Insurance Corporation (ESI) as an added layer of protection over and above your NCUA deposit coverage. ESI is a licensed insurance company.



The following sections will detail into which Avadian accounts your current Citizens State Bank (CSB) accounts will convert, provide insight into those Avadian accounts, and tell you about additional deposit accounts Avadian offers.

SAVINGS CONVERSION INFORMATION



KIDS & TEENS SAVINGS PROGRAMS

The chart below shows into which Avadian savings accounts your CSB savings accounts will convert.

CURRENT CSB SAVINGS ACCOUNT	NEW AVADIAN SAVINGS ACCOUNT
Savings Account	Savings Account/Kids Savings School/Edge Savings
Christmas Club	Christmas Club
Money Market	Money Market

For minors, we will open a Kids Savings School or Edge Savings for Teens account as appropriate, and then convert their existing CSB account into a U Name It Savings account.

Our Kids Savings School (under 13) and our Edge Savings Account (ages 13 through 18) are designed to develop the money-management skills kids and teens will one day need to tackle the real world.

CHRISTMAS CLUB



Our Christmas Club helps you save for Christmas all year long, but only allows you to access the funds without penalty between October 1 and December 31. During that time, simply transfer your money to another account, withdraw as cash, or request a check.

MONEY MARKET ACCOUNTS

Our Money Market Accounts are built for growth and flexibility. They offer a higher interest return than a traditional savings account. Use a Money Market to park money for short periods of time or as an emergency account. In addition to our standard Money Market Account, we also offer a Premium Money Market Account.

NOTE: *For more information about our Savings, Christmas Club, and Money Market accounts along with other available deposit options, please refer to the enclosed Truth in Savings Disclosure for additional details, rates, terms, and conditions that may apply.*

CERTIFICATES OF DEPOSIT AND IRA CONVERSION INFORMATION

Your CSB Certificate of Deposit (CD) or Individual Retirement Account (IRA) CD will convert to an Avadian CD or Avadian IRA/Roth IRA CD. Don't worry; you will continue to enjoy the same great rate and term you signed up for when you opened your CD or IRA/Roth IRA CD. However, our CDs and IRAs/Roth IRA CDs work a little differently than what you may be used to with CSB.

Currently with your CSB CD or IRA/Roth IRA, the interest you earn is posted on your anniversary date of when you opened your CD or IRA/Roth IRA CD. As of **September 30, 2022**, which is the official account conversion date, you will be paid the interest your CD or IRA/Roth IRA CD has earned. Going forward interest will post the last day of every month.

If you have an existing CSB IRA/Roth IRA, you will receive a separate letter containing a few forms we will need before the conversion is complete.

NOTE: *For more information about Avadian Certificates of Deposit, along with other CD options available to you, please refer to the enclosed Truth in Savings Disclosure for additional details, rates, terms, and conditions that may apply.*

Checking Conversion Information

The chart below shows into which Avadian checking accounts your CSB checking accounts will convert.

CURRENT CSB CHECKING ACCOUNT	NEW AVADIAN CHECKING ACCOUNT
Regular Checking	Choice Checking
Individual Club	Choice Checking
Family Club	Choice Checking
Free Checking	Choice Checking
Now Account	Choice Checking With Interest
Super Now Account	Choice Checking With Interest

AVADIAN'S CHOICE CHECKING

Avadian's Choice Checking comes with the following features and benefits:

- No minimum balance requirement
- Free Visa® Debit Card with enhanced fraud protection and tap-and-go technology for contactless payments
- Full digital access with online banking, mobile banking with mobile deposit, Bill Pay, Biller Direct, CardSwap, Money Manager, debit and credit card management, and much more
- No withdrawal fees from Avadian or CO-OP Shared Branching Network ATMs (see page 19 for more details on the CO-OP Shared Branching Network)

It also comes with three additional benefits of your choice¹. You'll be able to choose from the following:

- ATM fee refunds (up to \$10 reimbursement per month for all Choice Checking accounts)²
- Discount rate on new collateral loans, which include cars, boats, etc. (excludes Real Estate loans)
- Special bonus rates on Certificates of Deposits (CDs)³
- 25% discount on Safe Deposit Box rentals (available at select branches)
- No issuance fee on Cashier's Checks (limit three (3) per month for all Choice Checking accounts)
- FREE incoming/outgoing wire transfers (limit two (2) per month for all Choice Checking Accounts; we do not offer foreign wire transfers)

Checking Conversion Information

IF YOU ARE A CSB CHECKING ACCOUNT HOLDER WITH A DEBIT CARD, YOU WILL RECEIVE A SEPARATE MAILING WITH YOUR NEW AVADIAN DEBIT CARD(S) ON OR AROUND SEPTEMBER 15, 2022. ANY AUTOMATIC PAYMENTS OR DIRECT DEPOSITS CURRENTLY SET UP ON YOUR CSB ACCOUNTS WILL NEED TO BE CHANGED ONCE YOUR ACCOUNT(S) CONVERT TO AVADIAN ON OR AFTER OCTOBER 1, 2022.

IN THE MIDDLE OF SEPTEMBER, AVADIAN WILL BE SENDING YOU A SUPPLY OF CHECKS FOR YOU TO BEGIN USING WHEN YOUR ACCOUNT(S) CONVERT TO AVADIAN ACCOUNTS ON OCTOBER 1, 2022. IF YOU HAVE ANY DIRECT DEPOSITS COMING INTO YOUR CURRENT CSB ACCOUNT, PLEASE UPDATE THIS WITH YOUR AVADIAN MICR NUMBER (FOUND ON THE ENCLOSED LETTER) STARTING OCTOBER 1, 2022.

If you have multiple checking accounts, you will select three choices that will apply to all of your checking accounts. You will find the Choice Checking Account Features Form on page 57 of this booklet. Please fill this form out and select your choices, include your member number (found at the top of the letter accompanying this booklet) and use the enclosed postage-paid envelope to return it to us.



AVADIAN'S CHOICE CHECKING WITH INTEREST

With all of the benefits of Choice Checking, Choice Checking With Interest pays interest monthly. All you have to do is maintain a minimum average daily balance of \$2,500.

¹Choices can be changed at any time for a \$10 fee per choice change except for loan discounts or CD bonuses, which may only be changed at maturity. Terms and conditions subject to change.

²Transactions include inquiries, transfers, and withdrawals from savings or checking. Refer to Choice Checking Account Features Form for ATM Fee Refund rules.

³Excludes CD specials. Cannot be combined with any other offer.

See Truth in Savings disclosure for terms and fees associated with all checking accounts.

NOTE: *For more information about our checking account options available to you, please refer to the enclosed Truth in Savings Disclosure for additional details, rates, terms, and conditions that may apply.*

ACCOUNT STATEMENTS

Starting in October, you will begin receiving your Avadian statement at the end of the month. Please note that if you currently visit the CSB branch to pick up your statements, you will begin receiving your statements by mail. Or you may enroll in e-Statements. To sign up for e-Statements, you must first enroll in online banking. You will need to provide your new member number (found on the enclosed letter) along with your birth date, Social Security number, and ZIP code. Once you enroll in online banking, you can then opt-in to receiving your statements electronically by going to the navigation bar and selecting “Statements and Forms” and then clicking on “Document Delivery.”



CENTSIBLE SAVINGS

Sometimes saving can be hard. Our Centsible Savings is an automatic savings program that's so easy you won't even realize you're putting money away.

To enroll, you must have an Avadian checking account with a debit card and then open a Centsible Savings account. Once you enroll, every time you make a purchase with your Avadian debit card, we'll round the total up to the nearest dollar. At the end of each day, we'll transfer the difference from your checking account to your Centsible Savings account.

The best part of the Centsible Savings account is that it earns dividends. As a bonus, if you enroll in e-Statements, Avadian then will match 25% of your total Centsible Savings amount for the first 30 days and 5% thereafter. You must be signed up for e-statements to be eligible for the match.

HEALTH SAVINGS ACCOUNTS (HSAs)

Our HSA is a medical savings account that affords you the opportunity to make your own health care decisions. It serves as an account that you can put money into for future medical expenses and works like a checking account.



Overdraft Solutions

We have two overdraft solutions by which we may authorize and pay overdrafts: Courtesy Pay and Overdraft Protection.

COURTESY PAY

Courtesy Pay is a standard overdraft service through which we authorize and pay the transaction, at our discretion, even when the funds aren't available in your account.

With our standard Courtesy Pay practices on checking accounts, we will authorize and pay for overdrafts, up to your discretionary limit, on checks, automatic bill payments, and recurring debit card transactions. Because Courtesy Pay is a discretionary service, we cannot guarantee that we will always authorize and pay a transaction.

You may also elect to authorize expanded Courtesy Pay practices, which authorize and pay ATM transactions and everyday debit card transactions like one-time debit card transactions at retail and grocery stores, up to your discretionary limit.

OVERDRAFT PROTECTION

Overdraft Protection links your Avadian checking account to another Avadian account, such as a savings account or a previously established line of credit (or both).

In the event that you overdraw your checking account, funds are transferred automatically from the linked account to your checking account.

For a more detailed explanation about Avadian's overdraft solutions, please refer to the Membership and Account Agreement.

Please complete the Overdraft Authorization Form and return it by **September 15, 2022.**

CONSUMER LOAN CONVERSION INFORMATION

Whether you have a vehicle, boat, RV, secured, or other type of CSB consumer loan, Avadian will convert your loan type to our corresponding loan.

The good news is that your rate, payment amount, and terms and conditions do not change. The only adjustments will be that you will receive a new loan number and will need to change where you submit your loan payment.

For now, please continue to send your CSB loan payments as you normally do.

As of October 1, 2022, send all your loan payments to the following address:

Avadian Credit Union
P.O. Box 360287
Birmingham, AL 35236-0287

It's our goal to make paying your loan easy and convenient. That's why we offer five simple methods of payment. You can choose to make your loan payment by:

1. Automatic draft payment from an Avadian or another financial institution's account
2. Transfer via online or mobile banking
3. Check
4. Check by phone
5. At a branch

MORTGAGE CONVERSION INFORMATION

Your existing CSB mortgage will convert to an Avadian mortgage of the same type. The terms, rates, and conditions of your mortgage will carry over to Avadian as well. You should have received a Notice of Servicing Transfer in the mail with additional information.

MORTGAGES

We also want to make sure you are aware of the additional mortgage options available with Avadian. In addition to the mortgages offered by CSB, you will also have access to the following with Avadian:

- Terms up to 30 years on all loan types
- Loans backed by government agencies, including Veteran's Administration loans, FHA loans, and U.S.D.A. loans
- A one-time close construction-to-permanent loan that is interest-only during the construction period and converts to a fixed rate mortgage with terms up to 30 years upon completion



HELOC PLUS

The HELOC Plus is one of Avadian's newest offerings. It's a hybrid home equity product that combines the flexibility of a Home Equity Line of Credit with the "budgetability" that comes with a fixed rate Home Equity Loan (that's the "Plus" part).

The HELOC part is a revolving line of credit, giving you the freedom to use it when and how you see fit. You can access available funds as many times as you need during the first 10 years of the loan. During this period, you make interest-only payments on the amount drawn on the HELOC part, not the entire approved HELOC Plus. The interest rate on a HELOC is a variable rate, meaning the rate can change over time.

But that's not all. The "Plus" part allows you to "lock" in a portion of the HELOC Plus as a fixed-rate loan, giving you a fixed payment that includes principal and interest. If you lock in a portion utilizing the "Plus" part, you may continue to borrow against any available funds in your HELOC Plus. As you borrow, you may choose to utilize the HELOC part, making interest-only payments, or you may choose to utilize the "Plus" part as long as you have no more than three active "Pluses" at one time.

Additional Lending Products

HELOC PLUS

Here's a closer look at how it works:

	WHEN USING THE "HELOC" PART OF A HELOC PLUS...	WHEN USING THE "PLUS" PART OF THE HELOC PLUS...
INTEREST RATE	Variable rate based on an index, plus margin	Fixed rate for the duration of the "lock" period
ACCESS TO FUNDS	At closing and as needed during the first 10 years (the "draw" period)	Entire amount you choose to "lock" when your lock agreement is finalized
LIMITATIONS ON THE PARTS OF A HELOC PLUS	Unlimited advances/draws during the 10-year draw period	A maximum number of three "locks" are allowed at one time
MINIMUM ADVANCE	\$500	\$5,000 per "lock"
PAYMENTS DURING BORROWING PERIOD	Interest-only payments for 10 years on the amount drawn	Fixed principal and interest payments on the amount you choose to lock
PAYMENTS DURING REPAYMENT PERIOD	Principal plus interest payments during years 11-30	"Locks" are available for 36 months, 60 months, 84 months, 120 months, and 180 months

VISA® CREDIT CARDS

From building credit and just living in today's digital world, most of us need a credit card. So we want to make sure the credit card you choose is truly an asset and not just a necessity.

That's why we're pleased to offer three Visa card options – all with no annual fee, enhanced fraud protection, instant card issuance at any branch, tap-and-go technology for contactless payments, and mobile wallet capability like Apple Pay, Google Pay, and Samsung Pay.

Our premier card is the Avadian Visa Signature Card. It offers 1.25 rewards points per \$1 spent and an array of rewards redemption options. Points can be redeemed for cash back; merchandise; experiences like theme parks and travel; fuel; charitable donations; gift cards to stores like Target, Best Buy, Barnes & Noble, theaters, and more. The Signature card has a variable rate.

The Avadian Visa Rewards Card offers 1 point per \$1 spent toward the same great rewards as the Signature Card. The Rewards card offers a fixed rate.

The Avadian Visa Secured Card is designed to help build or rebuild credit. It works like other credit cards, except your card is secured by money pledged in a savings account.



PERSONAL LOANS

Paying for a wedding? Preparing for the arrival of a child? Raising funds for an adoption? A personal loan may help with the happy occasion.

Maybe you're facing medical bills. Or an expensive car repair. Or a new air conditioner. A personal loan can be handy in life's more unexpected expenses.

Avadian's personal loans offer:

- Terms up to 84 months
- No processing or application fees
- Voluntary low-cost credit life and disability insurance available

PERSONAL LINES OF CREDIT

Do you ever wish you could write your own loan as you need it? Well, you can with Avadian's Personal Line of Credit.

Draw on your line whenever you need and enjoy:

- A low rate
- A free set of checks
- Cash advances through telephone banking, online and mobile banking, at any Avadian branch, or at an ATM Plus+
- No processing or application fees
- Voluntary low-cost credit life and disability insurance available
- No annual fee

SMALL DOLLAR LOANS

We also offer loans for those times when you need to borrow some cash to help tide you over for a little bit. It's a six-month loan for up to \$750 with a fixed rate.

ONLINE & MOBILE BANKING

Avadian's online and mobile banking is designed to make paying bills, transferring funds, and managing your finances in general easier and more convenient. And you can do it all anytime, anywhere you have an Internet connection with your computer or mobile device.

Starting **October 1, 2022**, you will be able to sign up for Avadian's online and mobile banking and telephone banking with your new Avadian account number. Visit avadiancu.com and select "Register" next to the log-in box to get started.

BILL PAY



Bill Pay is exactly what you think it is. It's a service that helps you pay your bills electronically and securely. It allows you to make one-time payments or set up recurring payments for those bills that come up every month.

You'll be able to add/delete/edit payees, view/edit/cancel pending payments, and track your personal finances by downloading your transaction history.

And in most cases, it's free. If time is tight and you need to make an expedited payment, you can make a next-day (\$19.95) or second-day payment (\$14.95) for a fee that's less painful than a late fee.

E-STATEMENTS

Minimize clutter and take the first step to protect your financial information by requesting to receive your account statements online. e-Statements reduce the chances of your personal information being lost or stolen. You can still view your account information and past statements when you need them.

MOBILE DEPOSIT



Deposit your checks quickly and easily from the convenience of your mobile phone or tablet anytime, anywhere with Mobile Deposit.

Mobile Deposit is a free service that allows you to take a photo of your check and deposit it securely into your account using your "smart" (Internet-enabled) mobile device via the free Avadian app. To access our app, simply download it from your device's app store.



MONEY MANAGER

With Money Manager, you can view and manage all of your financial accounts in one spot, even those at other financial institutions. Having all your account information in one place allows you to leverage the power of Money Manager's budgeting and cash-flow management tools.

- View your accounts in one place
- Create custom budgets and start saving
- Create "tags" to categorize and monitor/track your spending
- Set up account alerts with email or text messages
- Set financial goals
- Manage your money and make smarter investments
- Determine your net worth

Once you are enrolled in online banking, you can simply log in to your account and click "Money Manager" to take advantage of this free tool.

MORE ONLINE AND MOBILE BANKING FEATURES

And you're just scratching the surface with Bill Pay, e-Statements, mobile deposit, and Money Manager. Our online and mobile banking experience offers the following services with all checking and savings accounts:

- Online account opening
- Online loan application
- Account alerts and push notifications
- Loan payments
- Funds transfers
- Manage credit and debit cards
- Stop check payments
- Reorder checks

NOTE: *For more information about Avadian's online and mobile banking services, please refer to the Avadian Credit Union Online Services Agreement located on our website.*

Additional Benefits of Your Avadian Membership

ADDITIONAL BENEFITS

Membership with Avadian is more than just checking and savings accounts and loans. That's why we have partners that offer the following benefits:

- Auto, Home, and Life Insurance Discounts
- Auto Exam (extended warranty product for vehicles)
- Business Services
- Cashier's Checks
- Direct Deposit and Payroll Deduction
- Direct Pay (loan payment drafted from other financial institutions)
- Free Notary Service
- Gap Protection for Auto Loans
- Instant Card Issue – get your Avadian credit or debit card instantly at any Avadian branch when you open a new account or need a replacement
- Medallion Signature Guarantee (Guarantees member's signature on stock transactions.)
- U.S. Savings Bond Redemption
- Domestic Wire Transfers
- \$2,000 Accidental Death and Dismemberment Insurance (free to members who enroll)
- Additional \$250,000 coverage by Excess Share Insurance Corp. on deposit accounts

LOVE MY CREDIT UNION REWARDS

Comparable to the benefits of CSB's Club Account, Love My Credit Union Rewards is a rewards program designed specifically for credit union members nationwide.

And it's available to all Avadian members, whether you have a checking account or not. Through it, you have access to exclusive discounts and benefits from trusted partners. You can save on things like your mobile phone bill and filing your taxes and even earn cash back at more than 1,500 online retailers.

Just go to [LoveMyCreditUnion.org](https://www.LoveMyCreditUnion.org) to see all the discounts and offers available to you as a credit union member.

And best of all, it's free!



IMPORTANT NOTE REGARDING YOUR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE THROUGH THE CLUB ACCOUNT:

As of **September 30, 2022**, we will no longer be offering this policy. The good news is that Avadian provides \$2,000 of Accidental Death and Dismemberment Insurance to all our members at no cost.

You will officially be eligible through your Avadian membership effective **October 1, 2022**. You will receive a form in the mail from TruStage Insurance. Simply complete it and return it to them. You can also call TruStage directly at 800.779.5433 to claim your free coverage – and even buy additional coverage if you desire.

Enjoy the Benefits of a Bigger Branch Network

17 ADDITIONAL CREDIT UNION LOCATIONS

In addition to the Vernon branches, Avadian has 17 branches across the state where you can conduct your financial business.

NEW HOURS FOR THE VERNON BRANCHES

Vernon Main at 315 Columbus Ave. N.W.

8:45 a.m. to 5 p.m. Monday – Friday

Vernon Downtown at 104 Columbus Ave. N.E.

Re-opening Oct. 1

8:45 a.m. to 5 p.m. Monday – Friday

Closed for lunch 1 p.m. to 2 p.m.

ACCESS TO CO-OP SHARED BRANCHING NETWORK

Avadian is a part of the Shared Branching Network. This means you can make transactions like cashing checks and making deposits, withdrawals, transfers, and loan payments at over 5,000 shared branches and 30,000 ATMs nationwide. To find the shared branch or ATM closest to you, please visit <https://co-opcreditunions.org/locator>.

ATM PLUS+

An ATM Plus+ machine will be installed at the main Vernon branch at 315 Columbus Ave. N.W. An ATM Plus+ does everything an ATM can do, plus more. Not only can you get cash, but you can also deposit checks and cash, make loan payments, transfer funds, and even talk to a real, live human Monday through Friday from 7 a.m. to 6 p.m. and Saturdays from 9 a.m. to noon, meaning you aren't limited to the branch's normal hours.

You will also have access to our ATM Plus+ machines at the Chelsea, Colonnade, Dothan, Gardendale, Geneva, Greystone, Helena, Hoover, Trussville, Madison, Midtown Birmingham, and Huntsville (South Parkway) branches.

LOOKING FORWARD

*Again, we are so excited that you will be joining the **Avadian family**! We know this is a lot of information to process. We hope that if you have any questions, you will call us at 205.695.9162.*



IMPORTANT ITEMS YOU DON'T WANT TO FORGET

As we approach the **September 30, 2022**, account conversion, we thought it might be helpful to give you a list of things to be mindful of:

- Record your new Avadian member number on the enclosed Member I.D. Card
- If you currently have a checking account, be sure to fill out the Choice Checking Account Features Form found on the inside back cover of this booklet. Return it to us using the enclosed postage-paid envelope.
- Select whether you wish to authorize us to make overdraft payments on ATM and everyday debit card transactions by completing the enclosed Overdraft Authorization Form and return it to us by **September 15, 2022**.
- Save your CSB account statements and tax records before **September 15, 2022**.
- Save your CSB tax forms before **September 15, 2022**.
- Create an Avadian online banking account after **October 1, 2022**.
- Your CSB debit card will be deactivated on **September 30, 2022**. You will need to activate your Avadian debit card on **October 1, 2022**.
- Option to enroll in e-Statements after **October 1, 2022**.
- Set up your new direct deposits using your new Avadian MICR number starting **October 1, 2022**.
- Begin using your Avadian issued checks starting **October 1, 2022**.
- CSB checks will no longer be accepted as of **September 30, 2023**.

Avadian will not be charging the following fees from September 30 – December 31, 2022:

- Member Inquiry Fee: \$1.00
- Statement Copy Fee: \$5.00 per copy
- Account Research Fee: \$20 per hour

This credit union is federally insured by the National Credit Union Administration. Additional insurance of up to \$250,000 on your savings accounts is provided by Excess Share Insurance Corporation, a licensed insurance company.

We are an Equal Housing Opportunity Lender. 

Note Regarding Arbitration

ARBITRATION

SECTION 38 OF AVADIAN'S MEMBERSHIP AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION, WAIVER OF CLASS ACTION, AND WAIVER OF JURY TRIAL. You have the right to opt-out of this Arbitration Agreement found in Section 38, provided you notify Avadian of your intent to do so within 30 days after it is provided to you. Your opt-out is only effective if you notify Avadian in writing by mailing to **Avadian Credit Union, Attention: Legal Department, P.O. Box 360287, Hoover, Alabama 35236-0287**, within such 30-day time period. If you fail to opt-out within this 30-day time, you will be deemed to have consented to the resolution of your claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Agreement or your relationship with Avadian.

NOTE REGARDING THE FEE SCHEDULE

On page 50, you will find the official Avadian consumer fee schedule. Please note that the fees assessed by Avadian may be different than the fees assessed by CSB. The changes are highlighted on this page.

YOUR ACCOUNTS WILL NO LONGER BE SUBJECT TO THE FOLLOWING FEES ASSOCIATED WITH YOUR ACCOUNT AT CSB:

AUTOMATIC TRANSFER (BETWEEN ACCOUNTS):
\$1

ACCOUNT ACTIVITY PRINTOUT:
\$1

SPECIAL STATEMENT CUTOFF:
\$1

PLEASE NOTE THAT THE CURRENT RATES FOR SAFE DEPOSIT BOXES AT THE VERNON MAIN BRANCH WILL NOT CHANGE AT THIS TIME. THEY CAN BE FOUND ON PAGE 56.

CSB FEE NAME	CSB FEE AMOUNT	AVADIAN FEE NAME	AVADIAN FEE AMOUNT
OVERDRAFT	\$25	COURTESY PAY FEE	\$30
NA	NA	OVERDRAFT TRANSFER FEE	\$5 per day
NON-SUFFICIENT FUNDS (NSF)	\$25	COURTESY PAY FEE	\$30
ACCOUNT RESEARCH	\$10 per hour	ACCOUNT RESEARCH	\$20 per hour (\$20 minimum)
ADDITIONAL COPY OF STATEMENT	\$1	ADDITIONAL COPY OF STATEMENT	\$5 – monthly statement
STOP PAY	\$20	STOP PAY	\$30
GARNISHMENTS	\$10	GARNISHMENTS	\$50
LEVIES	\$10	LEGAL PROCESS (TAX, LEVIES, SUMMONS)	\$50
DORMANT ACCOUNT	\$2 per month after 365 days	DORMANT ACCOUNT	\$10 per month after 2 years and a combined balance of your deposit accounts of less than \$100 (member must be 19 or older)
ESCHEATMENT FEE	Not assessed by CSB	ESCHEATMENT FEE	\$25

MEMBERSHIP AGREEMENT AND DISCLOSURES

Privacy Document without Opt-out
Membership and Account Agreement
Funds Availability Policy Disclosure
Electronic Fund Transfers Agreement & Disclosure

âvadian
CREDIT UNION

FACTS**WHAT DOES AVADIAN 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 personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- account transactions and checking account information
- payment history and wire transfer instructions

When you are *no longer* our member, we continue to share your information as described in this notice.

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 Avadian Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Avadian Credit Union share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or to report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call toll-free 800-248-3526

What we do	
How does Avadian Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Avadian Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ open an account or provide your mortgage information ▪ apply for financing or provide employment information ▪ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State law and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Avadian Credit Union has no affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ <i>Avadian Credit Union does not share with our nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ <i>Our joint marketing partners include insurance companies.</i>

Other important information	

SECTION 38 OF THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS. WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND AVADIAN CREDIT UNION WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of the Credit Union providing this Agreement (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. 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.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, accounts and services.

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. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) (hereinafter membership share) and/or paying a membership fee as set forth in the Credit Union's bylaws. 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.

2. INDIVIDUAL ACCOUNTS - An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) payee, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

3. JOINT ACCOUNTS - A joint account is an account owned by two or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s) and authorizes each account owner to endorse checks and other items in each other's name for deposit or presentment to the Credit Union. Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

4. POD DESIGNATIONS - A Payable on Death (POD) account designation is an instruction by an account owner to us that an account so designated is payable to the owner or owner(s) during their lifetimes, and upon the death of the last account owner, is payable to any named and surviving POD payee designated on your Account Card. The account owner may revoke or change a POD payee designation at any time by written instruction to us. Accounts payable to more than one owner are owned jointly with rights of survivorship and, when the last account owner dies, are payable to all surviving POD payees. If two or more POD payees survive, they will own the funds jointly in equal shares without rights of survivorship. Any POD payee designation shall not apply to joint accounts without rights of survivorship, and Individual Retirement Accounts (IRAs) which shall be governed by a separate beneficiary



designation. We shall at no time have any obligation whatsoever to notify any payee of the existence of any account or the vesting of the payee's interest in any account, except as otherwise provided by law.

5. ACCOUNTS FOR MINORS - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. UNIFORM TRANSFERS TO MINORS ACCOUNT - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

7. AGENCY DESIGNATION ON AN ACCOUNT - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent except as required by applicable law.

8. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

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, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. 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.

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 checks, drafts, automated clearinghouse (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund 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 or preauthorized transfers 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 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. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

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.

9. ACCOUNT ACCESS

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

b. Access Options. You may access your account(s) 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. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

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

10. FUND TRANSFERS - Fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as 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). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

- a. Authorization for Transfers/Debiting of Accounts.** You may make or order fund transfers to or from your account. We will debit your account for the amount of a fund transfer from your account 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 balance 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 fund transfers to or from your account.
- c. No Notice Required.** We will not provide you with notice when fund 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, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. 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 fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund 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 or 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 account owner 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 Fund Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous fund 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.
- l. Remittance Transfers.** A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS

- a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

- b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure, the Account Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance in order to pay an item. Your account may be subject to a fee for each item regardless of whether we pay or return 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 we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and Fees for these transactions are shown in the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

b. 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 in the order we choose.
- **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 in the order we choose.
- **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. This is referred to as an "authorization hold." An 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 in the order we choose.

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.

For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account. It is important to keep in mind that we check your available balance both at the time the merchant's authorization request is received and again when the transaction settles and posts to your account. If your available balance is insufficient to cover the amount of the merchant's authorization request, we will decline the request. If your available balance is sufficient to cover the merchant's authorization request, the request will be approved, and an authorization hold in the amount of the request will be placed on your account. The transaction will be subsequently processed by the merchant and submitted to us for payment. If the transaction settles and posts to your account at a time when the available balance is insufficient to pay the transaction without causing an overdraft (i.e., posting the transaction results in an available balance of less than \$0), we will charge you a fee for overdrawing your account, even though the available balance in your account was sufficient to cover the transaction at the time it was authorized.

The following example illustrates how this works:

Assume your actual and available balances are both \$40, and you use your debit card at a restaurant to pay your bill totaling \$30. If the restaurant requests authorization in the amount of \$30, an authorization hold is placed on \$30 in your account. Your available balance is only \$10, but the actual balance remains \$40. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 is presented for payment. Because your available balance is only \$10 due to the \$30 authorization hold, your account will be

overdrawn by \$30 when the check transaction is posted to your account even though your actual balance is \$40. In this example, if we pay the \$40 check in accordance with our standard overdraft services, we will charge you a fee for overdrawing your account as disclosed in the Schedule of Fees and Charges. The fee will also be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount to the restaurant. The transaction amount may be \$30 or a different amount (for example, if you added a tip). Because the amount of the restaurant charge exceeds your available balance at the time the charge is settled (i.e., at the time the merchant or its financial institution requests payment or the transaction posts to your account), we will charge you another fee for overdrawing your account, even though you had a sufficient available balance in your account at the time the restaurant charge was authorized and approved.

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.

c. 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 avadiancu.com, at an ATM, by visiting a credit union branch or by calling us at 888-282-3426.

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

16. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's 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 assign 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.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

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 for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You 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 any joint 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.

17. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, 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 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 financial institution 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 regarding what you and our employees say or write will be resolved by reference to this Agreement.

18. 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 check or draft cashing fees are stated in the Schedule of Fees and Charges.

19. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. 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 the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state 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 federal or state 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 do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state 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.

21. LEGAL PROCESS - If there is any dispute or legal action involving your account, such as a dispute over ownership of funds, or if a levy, garnishment, or attachment is brought against your account, we may refuse to pay out any money from your account or turn the funds over to a court until the dispute is resolved, as permitted by law. If we incur any expenses or attorney fees in responding to a dispute or legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

22. 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, for example, to determine whether a check, draft or other item will clear if cashed; (3) such disclosure complies with the law or a government agency or court order; (4) you give us written permission; (5) or as otherwise permitted by applicable law.

23. NOTICES

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may 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. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. The rights and authority of the Credit Union under this Agreement shall not be changed or terminated by any account owner except by written notice to us which shall not affect transactions made prior to receipt of the notice and the Credit Union's opportunity to act upon and approve such changes.

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. Notice to any account owner is considered notice to all account owners.

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.

24. 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 may close your account and return the balance to you, less any applicable service fees.

25. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. 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 of the check or draft may be retained by us or by payable-through financial institutions and may be 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 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 within 33 days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. 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.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

c. Notice to 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 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 to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

26. 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 Schedule of Fees and Charges. 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 the account funds 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.

27. SPECIAL ACCOUNT INSTRUCTIONS - You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

28. TERMINATION OF ACCOUNT - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual or joint account by giving written notice and in a form acceptable to us. Each joint account owner agrees any account owner may revoke or terminate this Agreement and remove from ownership in the account any other account owner. Any removed joint account owner shall have no interest, rights or privileges in and to the account. Any revocation or termination of this Agreement shall not affect any prior statutory or consensual lien. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. 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.

30. DEATH OF ACCOUNT OWNER - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Even with such knowledge, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten days after the member'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 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.

31. 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.

32. 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 the Agreement.

33. ENFORCEMENT - You are liable to us for any losses, costs, or expenses 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.

34. 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 Alabama. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

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

36. 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 prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

37. CONSENT TO CONTACT - By signing or otherwise authenticating an Account Card, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by any reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your 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. You will have an opportunity to opt-out of such communications at the time of delivery.

38. ARBITRATION AND WAIVER OF JURY TRIAL - Except as expressly provided herein, you and we agree that either party may elect to resolve by **BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between you and us**, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement (any "Claim"). Claim has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement or any agreement; (2) any account; (3) any charge or cost incurred pursuant to the Agreement or any agreement; (4) any amounts due under the Agreement, any agreement or any account; (5) any alleged contract or tort arising out of or relating in any way to the Agreement, any account, any agreement, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Agreement; (7) any statements or representations made to you with respect to the Agreement, any agreement, any account, any transaction, any

advertisement or solicitation, or your business, interaction or relationship with us; (8) any property loss, damage or personal injury; (9) any claim, demand or request for compensation or damages from or against us; (10) any damages incurred on or about our premises or property; or (11) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Agreement, any account, any credit, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, CUSOs, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Agreement.

The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and its Supplementary Procedures For The Resolution Of Consumer-Related Disputes (the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at www.adr.org.

Each party also has the option of filing an action in small claims court or your state's equivalent court, for any Claim or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.

Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address with us, with due consideration of ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, then that determination shall be made by the arbitrator(s).

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s).

The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law.

The arbitrator(s) findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of \$100,000.00, the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. However, if the award does not impose an injunction on you or on us or contain a money award in excess of \$100,000.00, then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee's sales and the like and to pursue non-judicial or judicial foreclosure and judicial foreclosure sale confirmation. This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentences, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, crossclaim, third-party claim or the like by either you or us in response to any such action.

You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that Avadian Credit Union is an entity engaging in interstate banking and commerce; deposits are federally insured; the funds deposited in any account flow through interstate commerce; and we regularly use the services of businesses located in other states in opening and administering accounts.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transaction(s) with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim covered within the scope of this Agreement.

Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law

FUNDS AVAILABILITY POLICY DISCLOSURE

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

1. GENERAL POLICY — Our policy is to make funds from your cash and check deposits available to you on the next business day after we receive your deposit. Electronic direct deposits 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. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD — In some cases, we will not make all of the funds that you deposit by check available to you on the next business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

4. LONGER DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

5. 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 \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

6. DEPOSITS AT NONPROPRIETARY ATMS — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

7. FOREIGN CHECKS — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.



ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Avadian Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, STAR, PLUS, and CO-OP networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.

The following limitations on ATM Card transactions may apply:

- You may withdraw up to a maximum of \$510.00 in any one (1) day, if there are sufficient funds in your account.
- You may withdraw up to a maximum of \$1,000.00 in any one (1) day at Avadian's ATM+ machines or up to \$2,500.00 in any one (1) day at Avadian's ATM+ machines using the teller assist option, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. Debit Card. If approved, you may use your card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, STAR, PLUS, and CO-OP networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa _ networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.



At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Access your Overdraft Protection and Personal Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Debit Card transactions may apply:

- Purchase amounts are limited to the amount in your account.
- You may withdraw up to a maximum of \$510.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may withdraw up to a maximum of \$1,000.00 in any one (1) day at Avadian's ATM+ machines or up to \$2,500.00 in any one (1) day at Avadian's ATM+ machines using the teller assist option, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$7,500.00 per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

c. Health Savings Account Debit Card. If you will be using your debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your Health Savings account. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, PLUS, STAR, and CO-OP networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your Health Savings accounts.
- Withdraw funds from your Health Savings accounts.
- Transfer funds from your Health Savings accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Health Savings Account Debit Card transactions may apply:

- Purchase amounts are limited to the amount in your account.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$500.00 from POS terminals per day, if there are sufficient funds in your account.
- You may withdraw up to a maximum of \$1,000.00 in any one (1) day at Avadian's ATM+ machines or up to \$2,500.00 in any one (1) day at Avadian's ATM+ machines using the teller assist option, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

d. Telephone Banking. If we approve Telephone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Telephone Banking to:

- Withdraw funds from your savings, checking, money market, and club accounts.
- Transfer funds from your savings, checking, money market, and club accounts.
- Obtain balance information for your savings, checking, money market, and club accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Overdraft Protection, Home Equity Line of Credit and Personal Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Transfer to another member's account.
- Obtain information on savings and loan rates.

Your accounts can be accessed under Telephone Banking via a touch-tone telephone only. Telephone Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Telephone Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

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

e. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and/or checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

f. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

g. Online Banking. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Transfer funds from your savings, checking, loan, money market, and club accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Overdraft Protection, Home Equity Line of Credit, and Personal Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Reorder checks.
- Obtain and verify amounts of your IRA contributions.
- Obtain and view e-statements.
- Obtain a copy of a particular item that has cleared.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

h. Mobile Banking. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Transfer funds from your savings, checking, loan, money market, and club accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Overdraft Protection, Kwik Line, and Prime Line accounts.
- Make bill payments to preauthorized creditors.
- View current savings and loan rates.
- View account history.
- Access our ATM, branch and CUSC locator.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

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

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

The following limitations on Online Bill Payment transactions may apply:

- There is no limit on the number of bill payments per day.

2. TRANSFER LIMITATIONS — For all savings, club and money market accounts, there are no limitations on the number of transfers and withdrawals you may make from your account; however, excessive withdrawal fees may apply. Please refer to the Schedule of Fees and Charges for details.

3. CONDITIONS OF EFT SERVICES —

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

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

c. Foreign Transactions.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

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

4. FEES AND CHARGES — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — TELL US AT ONCE if you believe your card or any access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone uses your card or access code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

205.985.2828
888.282.3426

or write to:

Avadian Credit Union
PO Box 360287
Birmingham, AL 35236-0287
Fax: 205.985.2824

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —

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

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 205.985.2828 or 888.282.3426. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;

- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

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

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

205.985.2828
888.282.3426

or write to:

Avadian Credit Union
PO Box 360287
Birmingham, AL 35236-0287
Fax: 205.985.2824

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

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

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)** business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Alabama, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses 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 postjudgment collection actions.

We Can't Wait
to Meet You.



ADDITIONAL DISCLOSURES, FEES & FORMS

Truth In Savings

Fee Schedule

Overdraft Authorization Form

Choice Checking Account Features Form



1 Riverchase Parkway South
Hoover, AL 35244
205.985.2828 • 1.888.282.3426



TRUTH-IN-SAVINGS DISCLOSURE

LAST DIVIDEND DECLARATION DATE: 07/05/2022

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

ACCOUNT TYPE	DIVIDENDS					RATE SCHEDULE					BALANCE REQUIREMENTS			ACCOUNT LIMITATIONS
	Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Dividends						
Savings \$100.00 to \$2,499.99 \$2,500.00 to \$24,999.99 \$25,000.00 to \$74,999.99 \$75,000.00 or greater	0.050% / 0.050% 0.050% / 0.050% 0.100% / 0.100% 0.100% / 0.100%	Quarterly	Quarterly	Quarterly (Calendar)	\$5.00	\$100.00	\$100.00	Average Daily Balance	—					
U-Name-It \$100.00 to \$2,499.99 \$2,500.00 to \$24,999.99 \$25,000.00 to \$74,999.99 \$75,000.00 or greater	0.050% / 0.050% 0.050% / 0.050% 0.100% / 0.100% 0.100% / 0.100%	Quarterly	Quarterly	Quarterly (Calendar)	\$5.00	—	\$100.00	Average Daily Balance	—					
Kids Savings School \$100.00 to \$2,499.99 \$2,500.00 to \$24,999.99 \$25,000.00 to \$74,999.99 \$75,000.00 or greater	0.050% / 0.050% 0.050% / 0.050% 0.100% / 0.100% 0.100% / 0.100%	Quarterly	Quarterly	Quarterly (Calendar)	\$5.00	—	\$100.00	Average Daily Balance	—					
Edge \$100.00 to \$2,499.99 \$2,500.00 to \$24,999.99 \$25,000.00 to \$74,999.99 \$75,000.00 or greater	0.050% / 0.050% 0.050% / 0.050% 0.100% / 0.100% 0.100% / 0.100%	Quarterly	Quarterly	Quarterly (Calendar)	\$5.00	—	\$100.00	Average Daily Balance	Account transfer and withdrawal limitations apply.					
Christmas Club \$100.00 to \$2,499.99 \$2,500.00 to \$24,999.99 \$25,000.00 to \$74,999.99 \$75,000.00 or greater	0.050% / 0.050% 0.050% / 0.050% 0.100% / 0.100% 0.100% / 0.100%	Quarterly	Quarterly	Quarterly (Calendar)	\$5.00	—	\$100.00	Average Daily Balance	Account transfer and withdrawal limitations apply.					
Uniform Transfer/Gifts to Minor \$100.00 to \$2,499.99 \$2,500.00 to \$24,999.99 \$25,000.00 to \$74,999.99 \$75,000.00 or greater	0.050% / 0.050% 0.050% / 0.050% 0.100% / 0.100% 0.100% / 0.100%	Quarterly	Quarterly	Quarterly (Calendar)	\$5.00	—	\$100.00	Average Daily Balance	—					
IRA Share (Traditional, Roth) and Coverdell \$0.01 to \$2,499.99 \$2,500.00 to \$24,999.99 \$25,000.00 to \$74,999.99 \$75,000.00 or greater	0.100% / 0.100% 0.200% / 0.200% 0.300% / 0.300% 0.399% / 0.400%	Quarterly	Quarterly	Quarterly (Calendar)	—	—	—	Average Daily Balance	—					

Centsible Savings \$0.01 to \$2,499.99 \$2,500.00 to \$24,999.99 \$25,000.00 to \$74,999.99 \$75,000.00 or greater	2.967% / 3.000% 2.967% / 3.000% 2.967% / 3.000% 2.967% / 3.000%	Quarterly	Quarterly	Quarterly (Calendar)	—	—	—	—	Average Daily Balance	Account transfer and withdrawal limitations apply.
Trust \$100.00 to \$2,499.99 \$2,500.00 to \$24,999.99 \$25,000.00 to \$74,999.99 \$75,000.00 or greater	0.050% / 0.050% 0.050% / 0.050% 0.100% / 0.100% 0.100% / 0.100%	Quarterly	Quarterly	Quarterly (Calendar)	\$5.00	—	—	—	Average Daily Balance	—
Secured Card Savings \$100.00 to \$2,499.99 \$2,500.00 to \$24,999.99 \$25,000.00 to \$74,999.99 \$75,000.00 or greater	0.050% / 0.050% 0.050% / 0.050% 0.100% / 0.100% 0.100% / 0.100%	Quarterly	Quarterly	Quarterly (Calendar)	\$250.00	—	—	—	Average Daily Balance	Account limitations apply.

RATE SCHEDULE

ACCOUNT TYPE	INTEREST				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Interest Rate/ Annual Percentage Yield (APY)	Interest Compounded	Interest Credited	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method to Calculate Interest		
Money Market \$2,500.00 to \$9,999.99 \$10,000.00 to \$24,999.99 \$25,000.00 to \$49,999.99 \$50,000.00 to \$99,999.99 \$100,000.00 or greater	0.050% / 0.050% 0.050% / 0.050% 0.100% / 0.100% 0.150% / 0.150% 0.200% / 0.200%	Monthly	Monthly	\$2,500.00	\$2,500.00	\$2,500.00	Daily Balance	—	
Premium Money Market \$0.00 to \$9,999.99 \$10,000.00 to \$24,999.99 \$25,000.00 to \$49,999.99 \$50,000.00 to \$99,999.99 \$100,000.00 to \$249,999.99 \$250,000.00 to \$499,999.99 \$500,000.00 to \$999,999.99 \$1,000,000.00 or greater	0.100% / 0.100% 0.100% / 0.100% 0.150% / 0.150% 0.200% / 0.200% 0.250% / 0.250% 0.300% / 0.300% 0.300% / 0.300%	Monthly	Monthly	\$10,000.00	\$10,000.00	—	Daily Balance	—	
Health Savings (Single)	0.250% / 0.250%	Monthly	Monthly	\$25.00	—	\$5.00	Average Daily Balance	—	
Health Savings (Family)	0.250% / 0.250%	Monthly	Monthly	\$25.00	—	\$5.00	Average Daily Balance	—	
Choice Checking	—	—	—	\$25.00	—	—	—	—	
Choice Checking with Interest	0.050% / 0.050%	Monthly	Monthly	\$25.00	\$2,500.00	\$2,500.00	Average Daily Balance	—	
e-Checking	—	—	—	\$25.00	—	—	—	—	

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all of the accounts. All accounts described in this Truth-in-Savings Disclosure are share accounts.

- 1. RATE INFORMATION** — The annual percentage yield is a percentage rate that reflects the total amount of dividends or interest to be paid on an account based on the dividend or interest rate and frequency of compounding for an annual period. For Savings, U-Name-It, Kids Savings School, Edge, Christmas Club, Uniform Transfer/Gifts to Minor, IRA Share, Centsible Savings, Trust, and Secured Card Savings accounts, the dividend rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. For Money Market, Premium Money Market, Health Savings (Single) and Health Savings (Family) accounts, the Interest Rate and annual percentage yield may change Weekly as determined by the Credit Union. For Choice Checking with Interest accounts, the Interest Rate and Annual Percentage Yield may change monthly as determined by the Credit Union. For Dividend bearing accounts, the dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Rate Schedule. The Savings, U-Name-It, Kids Savings School, Edge, Christmas Club, Uniform Transfer/Gifts to Minor, IRA Share, Centsible Savings, Trust, Secured Card Savings, Money Market, and Premium Money Market accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For tiered accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.
- 2. NATURE OF DIVIDENDS** — Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
- 3. DIVIDEND OR INTEREST COMPOUNDING AND CREDITING** — The compounding and crediting frequency of dividends or interest, as well as the dividend period applicable to each dividend-bearing account are stated in the Rate Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.
- 4. ACCRUAL OF DIVIDENDS OR INTEREST** — For all earning accounts, dividends or interest will begin to accrue

on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For all accounts, if you close your account before accrued dividends or interest is credited, you will not receive the accrued dividends or interest. However, for Christmas Club accounts any accrued dividends will be paid to you if you close the account within seven (7) days of the date you open it.

- 5. BALANCE INFORMATION** — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Savings and Choice Checking with Interest accounts, there is a minimum average daily balance required to avoid a service fee for the dividend or crediting period. If the minimum average daily balance requirement is not met, you will be charged a service fee as stated in the Schedule of Fees and Charges. For Money Market and Premium Money Market accounts, there is a minimum daily balance required to avoid a service fee for the crediting period. If the minimum daily balance requirement is not met during each day of the crediting period, you will be charged a service fee as stated in the Schedule of Fees and Charges. For Savings, U-Name-It, Kids Savings School, Edge, Christmas Club, Uniform Transfer/Gifts to Minor, Trust, Secured Card Savings, Health Savings (Single), Health Savings (Family), and Choice Checking with Interest accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend or crediting period. If the minimum average daily balance requirement is not met, you will not earn the annual percentage yield stated in the Rate Schedule. For Money Market accounts, there is a minimum Daily Balance required to earn the Annual Percentage Yield disclosed for the crediting period. If the minimum daily balance is not met each day of the crediting period, you will not earn the stated Annual Percentage Yield. For accounts using the average daily balance method as stated in the Rate Schedule, dividends or interest are calculated by applying a periodic rate to the average daily balance in the account for the dividend or crediting period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. For accounts using the Daily Balance method as stated on the Rate Schedule, interest is calculated by applying a daily periodic rate to the balance in the account each day.

- 6. ACCOUNT LIMITATIONS** — For Edge accounts, we will convert the account to a Savings accounts after your 19th birthday. The conversion to a Savings account will result in the elimination of the benefits and limitations of an Edge account and assume the terms of a Savings accounts. For Christmas Club accounts, the balance in your account is available for withdrawal during the fourth calendar quarter (October 1st through December 31st) and your account will remain open. If you wish to access the funds in your account at any other time, you will be charged a fee as disclosed in the Fee Schedule. However, no fee will be imposed if the withdrawal occurs within seven (7) days of the date the account is opened. For Centsible Savings accounts, you may not make deposits to the account. Deposits are limited to dividends earned on the account as well as amounts from Centsible Savings debit card purchase transactions and match program earnings. Centsible Savings accounts are associated with a single checking account and will be closed upon the closure of the associated checking account. For Secured Card Savings accounts, a separate security interest is given to Avadian Credit Union for any obligations related to Secured Card Savings accounts, and in all additions and proceeds to such Secured Card Savings accounts. This means that, if your application for a Secured Card Savings Account is approved, you may not withdraw funds from the Secured Card Savings Account until Avadian Credit Union agrees to release all or part of the pledged amount. For e-Checking accounts, we will accept payroll checks from Select Employee Groups only. Other deposits are limited to cash and government checks. For Savings, U-Name-It, Kids Savings School, Uniform Transfer/Gifts to Minors, IRA Share (Traditional, Roth, and Coverdell), Trust, Money Market, Premium Money Market, Health Savings (Single), Health Savings (Family), Choice Checking and Choice Checking with Interest accounts, no account limitations apply, however other fees may apply, if applicable. Please refer to the Schedule of Fees and Charges.

7. FEES FOR OVERDRAWING ACCOUNTS — Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information.

For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

8. BONUS — For Centsible Savings accounts, you may qualify for a bonus by enrolling in e-Statements. If you enroll in e-Statements, the Credit Union will match 25% of the aggregated daily round-up amount calculated on debit card purchase transactions made during the first thirty (30) days which starts on the date that the first debit transaction is posted. Thereafter, the Credit Union will match 5% of the aggregated daily round-up amount calculated on debit card purchase transactions. The match percentage will be applied either to the contributions deposited to your Centsible Savings account during a calendar quarter or to the actual balance in your Centsible Savings account at the end of the calendar quarter, whichever is less. The match amount will be credited to your Centsible Savings account at the end of each calendar quarter for which you meet the qualifying requirements. The Credit Union match amount will not exceed \$250.00 per calendar year. If you close your account prior to the end of a calendar quarter,

the Credit Union match amount will not be paid. Please see a credit union representative for further details regarding the Centsible Savings Account Match Program.

9. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$5.00
Number of Shares Required	1

10. RATES — The rates provided in or with the Rate Schedule are accurate as of the last dividend declaration date or effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

TRUTH-IN-SAVINGS DISCLOSURE

EFFECTIVE DATE: 7/18/2022

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

		RATE SCHEDULE						
	Interest Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Interest Compounded	Interest Credited	Additional Deposits	Withdrawals	Renewable
☐ Certificate Accounts								
3-5 Month	- / -	Fixed Rate	\$1,000.00	None	At Maturity	Not Allowed	Not Allowed	Automatic
6-11 Month	0.100% / 0.100%							
12-17 Month	0.747% / 0.750%							
18-23 Month	0.995% / 1.000%							
24-35 Month	1.094% / 1.100%	Fixed Rate	\$1,000.00	Monthly	Monthly	Not Allowed	Allowed - See Transaction Limitations section	Automatic
36-47 Month	1.490% / 1.500%							
48-59 Month	1.736% / 1.750%							
60 Month	2.080% / 2.100%							
☐ IRA Certificate Accounts								
3-5 Month	- / -	Fixed Rate	\$1,000.00	None	At Maturity	Not Allowed	Not Allowed	Automatic
6-11 Month	0.100% / 0.100%							
12-17 Month	0.747% / 0.750%							
18-23 Month	0.995% / 1.000%							
24-35 Month	1.094% / 1.100%	Fixed Rate	\$1,000.00	Monthly	Monthly	Not Allowed	Allowed - See Transaction Limitations section	Automatic
36-47 Month	1.490% / 1.500%							
48-59 Month	1.736% / 1.750%							
60 Month	2.080% / 2.100%							
☐ Step-Up PLUS Certificate								
18-23 Month	0.499% / 0.500%	Variable Rate - Member has discretion						
24-35 Month	0.250% / 0.250%		\$1,000.00	Monthly	Monthly	Not Allowed	Allowed - See Transaction Limitations section	Automatic
36-47 Month	0.995% / 1.000%							
48-59 Month	0.549% / 0.550%							
60 Month	0.648% / 0.650%							
☐ IRA Step-Up PLUS Certificate								
18 Month	0.499% / 0.500%	Variable Rate - Member has discretion						
24 Month	0.250% / 0.250%		\$1,000.00	Monthly	Monthly	Not Allowed	Allowed - See Transaction Limitations section	Automatic
36 Month	0.995% / 1.000%							
48 Month	0.549% / 0.550%							
60 Month	0.649% / 0.650%							

<input type="checkbox"/> Rate Mover Certificate		Variable Rate	\$1,000.00	Monthly	Monthly	Allowed - \$500.00 Minimum/Deposit	Not Allowed	Automatic
18 Month	- / -							
48 Month	- / -							
<input type="checkbox"/> 54-Month Certificate		Fixed Rate	\$5,000.00	Monthly	Monthly	Not Allowed	Allowed - See Transaction Limitations section	Automatic
54 Month	- / -							
<input type="checkbox"/> 54-Month IRA Certificate		Fixed Rate	\$5,000.00	Monthly	Monthly	Not Allowed	Allowed - See Transaction Limitations section	Automatic
54 Month	- / -							
<input type="checkbox"/> Save Up Certificate		Fixed Rate	\$500.00	Monthly	Monthly	Allowed - \$100.00 Minimum/Deposit	Allowed - See Transaction Limitations section	Automatic
12 Month	0.150% / 0.150%							

ACCOUNT DISCLOSURES

Except as specifically described, the following disclosures apply to all of the accounts.

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. For Certificate, IRA Certificate, and Save Up Certificate accounts, the interest rate and annual percentage yield are fixed and will be in effect for the initial term of the account. During the term of your Step-Up PLUS Certificate and IRA Step-Up PLUS Certificate account(s), you may have the option to increase the rate one time to the rate currently in effect for accounts of this type with the same original term. If you exercise this option, the maturity date for your account will not be adjusted. For Rate Mover Certificate accounts, the initial interest rate and annual percentage yield disclosed in the Rate Schedule are established by the Credit Union. Thereafter, the interest rate may be adjusted on the first day of each calendar month (change date) to reflect changes in the Prime Rate as published in *The Wall Street Journal*. The amount of the changes is based on the difference in Prime Rate as of the current change date and the Prime Rate as of the previous change date. During the term of your account, the interest rate will never be less than the initial/opening rate or greater than 2.00% about the initial/opening rate. For accounts subject to interest compounding, the annual percentage yield is based on an assumption that interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings.

2. INTEREST COMPOUNDING AND CREDITING — The compounding and crediting frequency applicable to each account is set forth in the Rate Schedule.

3. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For all accounts, interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

4. ACCRUAL OF INTEREST — For all accounts, interest will begin to accrue on noncash deposits (e.g. checks) on the

business day you make the deposit to your account. For all accounts, if you close your account before accrued interest is credited, accrued interest will not be paid.

5. TRANSACTION LIMITATIONS — For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. For certificate accounts less than 12 months and Rate Mover Certificate accounts, after your account is opened, you may not make any withdrawals until the maturity date. For all other certificate accounts, after your account is opened, you may make withdrawals of principal subject to the early withdrawal penalties stated below. However, you may make withdrawals of credited interest without penalty before the maturity date of your account.

6. MATURITY — Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

7. EARLY WITHDRAWAL PENALTY — We may impose a penalty if you withdraw funds from your account before the maturity date.

a. Amount of Penalty. For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of less than 12 Months	Accrued interest, but not less than 7 days' interest
Terms of 24 months or longer	Up to 180 days' interest, but not less than 7 days' interest
Terms of 36 months or longer	Up to 270 days' interest, but not less than 7 days' interest

b. How the Penalty Works. The penalty is calculated as a forfeiture of part of the interest that has been or would be earned on the account. It applies whether or not the interest has been earned. In other words, if the account has not yet earned enough interest or if the interest has already been paid, the penalty will be deducted from the principal.

c. Exceptions to Early Withdrawal Penalties. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

(i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.

(ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple interest earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.

8. RENEWAL POLICY — The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

9. NONTRANSFERABLE/NONNEGOTIABLE — Your account is nontransferable and nonnegotiable.

10. MEMBERSHIP — As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

Par Value of One Share	\$5.00
Number of Shares Required	1

Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency

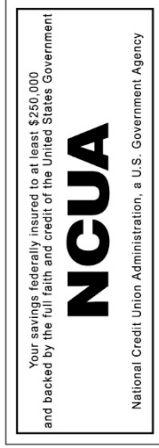
ESI EXCESS SHARE INSURANCE

Additional insurance of up to \$250,000 on your savings accounts is provided by Excess Share Insurance Corporation, a licensed insurance company.

SCHEDULE OF FEES AND CHARGES	
GENERAL FEES	
Account Research	\$20.00/Hour and \$20.00 minimum charge
Bad Address	\$5.00/Month - 60 days after returned mail
Cashier's Check	\$3.00/Check
Check by Phone	\$7.95/Check
Electronic Online Loan Payment	\$5.00
Deposit Item Return	\$20.00/Item
Dormant Account	\$10.00/Month after 2 year(s) and account balance is less than \$100.00 and member 19 years or older
Escheatment	\$25.00
Legal Process (tax levies, summons)	\$50.00
Statement Copy	\$5.00/Monthly statement
Online Bill Payment	No Charge
Member Service (by staff member, not audio response or ATM)	\$1.00/Call (waived for members with combined loan and deposit account balances of \$5,000.00 or greater based on same member number)
Domestic Wire Transfer (Incoming)	\$15.00/Transfer
Domestic Wire Transfer (Outgoing)	\$15.00/Transfer
Coin Exchange Fee	No fee for the first \$200.00/calendar year 10% of the amount after \$200.00/calendar year
COURTESY PAY/ NSF/ OVERDRAFT TRANSFER FEE	
Courtesy Pay Fee	\$0.00 - No Fee
Overdrawn \$0.01 - \$10.00	\$30.00/occurrence
Overdrawn \$10.01 or more	\$30.00/Item (each submission/resubmission)
NSF Fee	\$5.00/day
Overdraft Transfer Fee (Share to Checking)	
CHECKING ACCOUNT FEES	
Check Copies	\$5.00/Copy
Check/Share Draft Printing	Prices vary depending upon style
Stop Payment	\$30.00/Request
Inactive Checking Account	\$5.00/Month after 6 months and account balance is less than \$100.00

EFT FEES	
ACH Revocation	\$30.00/Item
ATM Transaction	\$1.00 for each ATM transaction at ATMs not owned by the Credit Union
ATM Transfer or Inquiry	\$0.50 for each ATM transfer or inquiry at ATMs not owned by the Credit Union
Card Replacement	\$7.00/Card
International Transaction Fee	2% of transaction amount posted in U.S. dollars
Savings ATM Card	\$10.00/Card
SAFE DEPOSIT BOX FEES	
3" x 5" Box	Please see page 56 for Safe Deposit Box rental rates for the Vernon branch.
3" x 10" Box	
5" x 5" Box	
5" x 10" Box	
10" x 10" Box	
Safe Deposit Box Key Replacement (1 key)	\$25.00
Safe Deposit Box Drill (including lock and 2 key replacements)	\$150.00
SPECIFIC ACCOUNT FEES	
Minimum Share Balance	\$5.00/Month if balance falls below \$100.00 with no other services and no ACH LEFT activity after account is open for 90 days (members 19 and over)
Savings, U-Name-It, Kids Savings School, Edge, Uniform Transfer/Gift to Minor, Centisble Savings, and Trust Excessive Withdrawal	\$2.00/Withdrawal after three (3) per month
Savings, U-Name-It, Kids Savings School, Edge, Uniform Transfer/Gift to Minor, Centisble Savings, and Trust CO-OP Shared Branching Withdrawal	\$2.00/Withdrawal after two (2) per month
Christmas Club - Early Withdrawal	\$10.00/Withdrawal outside of designated time
Money Market - Service Charge	\$10.00/Month if minimum daily balance not met
Premium Money Market-Service Charge	\$15.00/Month if minimum daily balance not met

Choice and Choice Checking with Interest - Choice Change	\$10.00/Change
Choice Checking with Interest - Service Charge	\$7.00/Month if minimum Average daily balance not met
e-Checking - Service Charge	\$8.95/Month



ESI
EXCESS SHARE
INSURANCE

Additional insurance of up to \$250,000 on your savings accounts is provided by Excess Share Insurance Corporation, a licensed insurance company.



Overdraft Authorization Form

What You Need to Know About Avadian Credit Union’s Overdraft Solutions

Description of Avadian’s Overdraft Solutions.

An overdraft occurs when you do not have a sufficient available balance in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two ways:

1. We have standard overdraft practices called Courtesy Pay that automatically come with your account.
2. We also offer Overdraft Protection, which allows you to link a savings account or a personal line of credit and may be less expensive than Courtesy Pay. If you enroll in Overdraft Protection, we will attempt to cover an overdraft by transferring to your checking account the amount (or a portion of the amount) from your savings account or personal line of credit. Members who enroll in Overdraft Protection may also be covered by Courtesy Pay in the event the funds are not available in a linked account.

What are the standard overdraft practices that come with my account?

- We will pay checks, Automated Clearing House (ACH) transactions, recurring debit card transactions, Bill Pay transactions, and wire transfers presented against your checking account when you do not have enough money available in your account to cover the transaction(s).
- We will also pay everyday debit card transactions and ATM withdrawals, but only if you authorize expanded Courtesy Pay practices (i.e. provide us with prior authorization, also known as "opting in").

We pay overdrafts at our discretion, which means we **do not guarantee** that we will always authorize and pay any type of transaction. We may permanently or temporarily revoke Courtesy Pay privileges at any time within our sole discretion without prior notice.

If we **do not** authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if Avadian pays my overdraft?

Under Courtesy Pay:

- We will charge you a fee of up to **\$30.00** each time we pay an overdraft. It works like this: We will not charge a fee if your available balance after we cover your transaction is between $-\$0.01$ and $-\$10.00$. We will charge a fee of \$30 if your available balance after the transactions exceeds $-\$10.00$.
- We may charge multiple fees on a single transaction if the transaction is re-presented for payment.

What if I want Avadian to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 888.282.3426, visit avadiancu.com, or complete the form below and present it at our branch, mail it to our Contact Center, P.O. Box 360287, Birmingham, AL 35236-0287, or select the appropriate option on Avadian’s Online Banking.

I do not want Avadian to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I want Avadian to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: _____ Date: _____

Signature: _____ Member Number: _____



*Please complete the other side of this page,
remove it using the perforation, and return to us
using the enclosed business reply envelope.*

Other Important Information About Avadian's Overdraft Solutions

Overdraft Protection - Linking a Savings or Line of Credit Account:

- We will charge you a fee of \$5 per day when we transfer money from your savings account to cover a single or multiple transactions during the day, although we will not make a withdrawal that will bring the balance of your savings account below your membership par value (\$5).
- There is no charge when we transfer money from an established personal line of credit to cover a transaction.

How much will Avadian pay under Courtesy Pay?

We will generally pay overdrafts up to a discretionary limit based on your account history and performance. Your account may become overdrawn in excess of that amount due to fees.

Processing transactions explained.

General Explanation of Check and Debit Card Transactions:

Knowing how money comes and goes from your account is critical in understanding how our overdraft solutions, in particular Courtesy Pay, affect your accounts. It is your responsibility to maintain a record of all outstanding checks, unposted debit card activity, drafts, and ACH payments, as the available balance does not reflect those items.

When you write a check to a person or business, let's say, your landlord, the landlord deposits the check at his or her financial institution. The financial institution credits the landlord's account then submits the check to a clearinghouse, usually the Federal Reserve Bank, which identifies Avadian and passes the check along to us to be paid. Avadian receives the check, matches it to your account and withdraws the specified amount from your account to transfer back to the landlord's financial institution. Though fast, this process is not instantaneous. Many times, there is a lag from the time you write your check to the time the landlord's financial institution delivers the check to Avadian.

Debit cards work nearly the same way. Let's say you pay your landlord using a debit card (not using your PIN). The card network contacts Avadian, and we verify that you have available funds to cover the transaction. We will then authorize or deny the transaction, depending on your available balance (we will get to that in a minute). If you have the available funds in your account, Avadian will place a hold on the amount of the transaction until the settlement file is received, usually a day or two later.

What is the settlement file? The debit transactions still need to be cleared similar to checks. Though the processing network is quick to send and receive our authorization, payment is not posted until the merchant sends in transaction data to Avadian for payment (settlement). Most transactions are sent within days; however, it is important to note that a merchant has up to 180 days to present the item for payment. As mentioned above, the final payment usually takes a few days to be made, at which point the amount of transaction is removed from your account and put into your landlord's account. In summary, just like checks, there is usually a delay from the time you "swipe" your card to the time the merchant sends the final settlement file to Avadian.

Current Versus Available Balances:

To determine whether a transaction may cause an overdraft, it is important to understand that your checking account has two kinds of balances: the current balance and the available balance. Your current balance reflects the full amount of all deposits and payment transactions that have posted to your account. Avadian posts items throughout the day, depending on the type of transaction and the source of the payment. A current balance does not reflect checks that you have written but are still outstanding, or debit card transactions that have been authorized but are still pending.

Your available balance is the amount of money in your account that is available to use. Your available balance is your current balance less: (1) holds placed on deposits, (2) holds on debit card or other transactions that have been authorized but have not yet posted or settled, 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 current 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 that would overdraw your account based on your available balance may create an overdraft. It is your responsibility to maintain a record of all outstanding

checks, unposted debit card activity, drafts, and ACH payments, as the available balance does not reflect those items. You may check your available balance on our mobile app, online banking, an ATM or ATM Plus, by visiting a credit union branch, or by calling us at 1.888.AVADIAN (1.888.282.3426).

Information Regarding Signature-Based Debit Card Transactions:

When you use your Avadian debit card at a merchant (without using your PIN), the amount is authorized (based on your available balance plus any discretionary Courtesy Pay limit) and then placed on a temporary “hold.” This temporary hold is removed at the sooner of (1) our receipt of a subsequent settlement or posting file or (2) after four processing days. The hold will reduce your available balance, but not your current balance. The removal of a hold after four processing days will increase your available balance, even though you are still liable for the transaction.

The amount on hold is not always the same as the amount that is sent to us for posting. For example, when you use your card at a restaurant, the amount placed on hold may not include the tip. Please keep this in mind when determining if you have enough money to cover subsequent purchases with your card.

With respect to signature-based debit card transactions, the need for Courtesy Pay overdrafts is based on the available balance at the time a debit card authorization request is received by Avadian. If Courtesy Pay fully or partially covers a debit card transaction (signature-based), you will be assessed a Courtesy Pay fee even if you deposit additional funds between the date that Avadian authorizes the transaction and our receipt of the merchant’s final settlement file. The fee will be assessed upon receipt of the settlement file.

Authorize Positive, Settle Negative:

There may be circumstances where Avadian authorizes your signature-based debit card transaction when you had a positive available balance, but by the time the transaction settles, your account is negative. This typically happens when Avadian receives some other transaction between the date of your purchase and our receipt and processing of the settlement file from the merchant. And remember, a merchant has up to 180 days to present pre-authorized debit card transactions for payment (see the settlement discussion above).

If you have authorized Avadian to cover your one-time debit card and ATM transactions (opted-in), you will be assessed a Courtesy Pay fee.

Choosing an overdraft solution.

What happens under our Courtesy Pay Program when there’s not enough money in your account?

You have two options:	Standard Courtesy Pay Practices. This option comes with your account. Avadian may authorize and pay (up to a discretionary limit) your checks, online bill payments, ACH and recurring debit card transactions when you do not have sufficient funds. We will decline your non-recurring debit card transactions and ATM withdrawals.	Or switch to: Expanded Courtesy Pay Practices. If you authorize expanded Courtesy Pay practices, we may also authorize and pay ATM withdrawals and everyday debit card transactions that overdraw your account. If we do, we'll charge a Courtesy Pay fee.
ATM Overdraft	The transaction will be declined, and no fee is charged.	If your available balance after the transaction is -\$10 or less, there will be no fee. If your available balance after the transaction is more than -\$10, you will be charged \$30.
Debit Card Overdraft (unless it is recurring)	The transaction is declined, and no fee is charged.	If your available balance after the transaction is -\$10 or less, there will be no fee. If your available balance after the transaction is more than -\$10, you will be charged \$30.
Online Bill Payment Overdraft	If your available balance after the transaction is between -\$0.01 and -\$10.00, there will be no fee. If your available balance after the transaction exceeds -\$10, you will be charged \$30.	If your available balance after the transaction is -\$10 or less, there will be no fee. If your available balance after the transaction is more than -\$10, you will be charged \$30.
Check Overdraft	If your available balance after the transaction is between -\$0.01 and -\$10.00, there will be no fee. If your available balance after the transaction exceeds -\$10, you will be charged \$30.	If your available balance after the transaction is -\$10 or less, there will be no fee. If your available balance after the transaction is more than -\$10, you will be charged \$30.
Negative Balance Fee	None	None

Compare options with these examples

Example: You attempt to spend \$25 at the store using your debit card.

Your account has \$10.

Your transaction is declined because you do not have enough money in your account.
Your balance remains \$10.

Overdraft fees: \$0

You still have \$10.

Example: You spend \$25 at the store using your debit card.

Your account has \$10.

Your transaction is approved even though there's not enough money in your account.
Your available balance decreases to -\$15.

Overdraft fees: \$30

You now have -\$45.



Enroll in Overdraft Protection to lower your fees. As explained above, you can link your account to a savings account or personal line of credit. We'll use the money from the linked account to pay transactions that overdraw your account. Other account restrictions may apply.



Maintain your check register. Document each transaction so that you know your balance. If you have directed your vendors to automatically debit money from your account, make sure you understand the timing.



Decline to authorize expanded Courtesy Pay practices. If you previously opted in (i.e., you instructed Avadian to cover one-time debit card and ATM transactions when you do not have enough money), but would like to revoke that authorization and decline expanded Courtesy Pay practices, then you must notify us by calling, visiting a branch, or logging in to online banking and selecting the appropriate option. Courtesy Pay will still apply to checks, ACHs, and bill payments.



For more information about your options, call Avadian Credit Union at 1.888.282.3426 or visit avadiancu.com. For tools to help make your overdraft decision, visit consumerfinance.gov/overdraft.

The credit union is federally insured by the National Credit Union Administration.
Additional insurance of up to \$250,000 on your savings accounts is provided by Excess Share Insurance Corporation,
a licensed insurance company.

REV 5/2022

SAFE DEPOSIT RENTAL FEE SCHEDULE

SAFE DEPOSIT BOX SIZE	CSB RENTAL FEE
3" x 5"	\$14
3" x 10"	\$23
5" x 5"	\$16
5" x 10"	\$28
10" x 10"	\$56

Choice Checking Account Features Form

Choice Checking. Pick the features that matter to you.

Choice Checking gives you the option to add features (three of your choice below), so you can tailor your checking to the way you use it. It's a simple difference, but one that makes Choice Checking just a bit better.

Choice Checking with Interest. Build up your balance.

Our Choice Checking with Interest account offers all the features of Choice Checking but with the added ability to MAKE money. It earns interest monthly so you can build up your balance.¹

Select your 3 additional features:²

- ATM Refunds Nationwide (Up to \$10 per month)³
- Discount rate on a new collateral loan with Avadian if not paid with direct deposit or payroll deduction or automatic transfer. (Excludes Real Estate Loans. Discount cannot be combined with any other offer. Only one discount may be applied per loan.)
- Bonus rate on new Certificates of Deposit (Excludes CD Specials. Only one bonus rate may be applied per CD.)
- 25% discount on Safe Deposit Box rental (Boxes are available at our Hoover, Colonnade, Dothan, Geneva, Greystone, Homewood, South Parkway, and Vernon Main branches only.)
- No issuance fees on Cashier's Checks (limit 3 per month)
- Free Incoming/Outgoing Wire Transfers (limit 2 per month)

See your new Avadian account # on enclosed letter.

Member/Account Number: _____

Name (Printed): _____

Signature: _____

Date: _____

¹See Truth In Savings disclosure for terms and fees associated with this account.

²The features you select apply to all Choice Checking accounts associated with your membership account. You can change features any time, with a fee incurred per change, except for loan discounts or CD bonuses, which may only be changed at maturity. You must maintain an active Choice Checking account to take advantage of your selected features. All loans are subject to creditworthiness and approval. Terms and conditions are subject to change.

³Avadian will rebate ATM transaction fees assessed by Avadian for using an ATM not owned by the Credit Union and transaction fees assessed by the host owner of the ATM, up to \$10 per month per membership. In order to receive credit for the ATM transaction fees, the receipt with the fees must be submitted to Avadian within 90 days of the transaction date to Avadian Credit Union, Attention: Member Services, P.O. Box 360287, Birmingham, AL 35236-0287 or hand delivered to an Avadian branch. The transaction fees will be deposited to the Choice Checking account within 30 days of receiving the transaction receipt(s). Transactions include inquiries, transfers and withdrawals from savings and checking.

205.985.2828 • 1.888.AVADIAN (1.888.282.3426) • www.avadiancu.com

The credit union is federally insured by the National Credit Union Administration.

Additional coverage up to \$250,000 provided by Excess Share Insurance Corporation, a licensed insurance company.

We are an Equal Housing Opportunity Lender. 



*Please complete the other side of this page,
remove it using the perforation, and return to us
using the enclosed business reply envelope.*

LOCATIONS

Chelsea – Birmingham

15660 Highway 280
Chelsea, AL 35043
205.678.7797 • 1.888.282.3426

Colonnade – Birmingham

3439 Colonnade Pkwy
Birmingham, AL 35243
205.967.2993 • 1.888.282.3426

Gardendale – Birmingham

405 Fieldstown Road
Gardendale, AL 35071
205.631.2455 • 1.888.282.3426

Greystone – Birmingham

420 Old Highway 280
Birmingham, AL 35242
205.437.3696 • 1.888.282.3426

Helena – Birmingham

4849 Highway 52 W.
Helena, AL 35080
205.621.4262 • 1.888.282.3426

Homewood – Birmingham

475 Green Springs Highway
Birmingham, AL 35209
205.942.9977 • 1.888.282.3426

Hoover – Birmingham

4720 Chace Circle
Birmingham, AL 35244
205.989.5220 • 1.888.282.3426

Hueytown – Birmingham

148 River Square Plaza
Hueytown, AL 35023
205.491.6217 • 1.888.282.3426

Midtown – Birmingham

101 20th St. S.
Birmingham, AL 35233
205.252.8024 • 1.888.282.3426

Pelham – Birmingham

3016 Pelham Parkway
Pelham, AL 35124
205.620.2332 • 1.888.282.3426

Trussville – Birmingham

2150 Gadsden Highway
Birmingham, AL 35235
205.661.9712 • 1.888.282.3426

Dothan

2378 W. Main St.
Dothan, AL 36301
334.702.8759 • 1.888.282.3426

Dothan SAMC

1091 Ross Clark Circle
Dothan, AL 36303
334.702.8741 • 1.888.282.3426

Geneva

309 W. Maple Ave.
Geneva, AL 36340
334.684.2241 • 1.888.282.3426

Huntsville South Parkway

3301 Memorial Parkway S.W.
Huntsville, AL 35801
256.536.5626 • 1.888.282.3426

Madison

8566 Madison Blvd.
Madison, AL 35758
256.774.3988 • 1.888.282.3426

Mobile

809 Downtowner Blvd.
Mobile, AL 36609
251.343.2027 • 1.888.282.3426

Vernon Downtown

104 Columbus Ave. N.E.
Vernon, AL 35592
205.695.9162 • 1.888.282.3426

Vernon Main

315 Columbus Ave. N.W.
Vernon, AL 35592
205.695.9162 • 1.888.282.3426

Member Services

1.888.AVADIAN • 1.888.282.3426

Telephone Banking

1.800.874.1394

Services and rates described herein are periodically changed and/or deleted. Avadian Credit Union's participation with any enterprise is only an attempt to provide a service to its members and has no responsibility for transactions between said enterprise and members.

All loan rates quoted as Annual Percentage Rates and all deposit rates quoted as Annual Percentage Yields are subject to change.



www.avadiancu.com • 1.888.AVADIAN
(1.888.282.3426)

This credit union is federally insured by the
National Credit Union Administration.

Additional insurance of up to \$250,000 on your savings accounts
is provided by Excess Share Insurance Corporation,
a licensed insurance company.



We are an Equal Housing Opportunity Lender.



Follow us on Facebook, Twitter, Pinterest, Instagram,
our blog (blog.avadiancu.com), and LinkedIn.