



myMAX Online Branch ONLINE ACCESS APPLICATION

You hereby request that electronic fund transfers be allowed through MAX CREDIT UNION for the account(s) designated below (including any sub accounts), through the Credit Union's myMAX Online Branch Online Account Access and Bill Paying System. The use of the myMAX Online Branch System shall be governed by the printed terms and conditions of the myMAX Online Branch Agreement and the Regulation E Disclosure Statement attached along with such other terms and conditions, or amendments thereto, as may be established from time to time by the Credit Union and communicated in writing to you.

By signing this application you authorize MAX CREDIT UNION to check your credit and employment history and make whatever inquiries necessary in the course of granting access to the System, reviewing its use or cancellation. You understand that the Credit Union will retain this application whether or not it is approved. You also agree that if you are approved, that your use of the myMAX Online Branch System will bind you to all terms and conditions contained in the myMAX Online Branch Agreement that you receive. EACH PERSON SIGNING THIS APPLICATION AND EACH PERSON YOU GIVE THE PASSWORD CAN ACCESS ANY OF THE DESIGNATED ACCOUNT(S) AND OTHERWISE USE the myMAX Online Branch.

PRIMARY MEMBER OR JOINT OWNER MUST SIGN THIS AGREEMENT

Primary Member's Name **MR. MS.** Account Number

Primary Member's Signature Social Security Number Date of Birth

Address City, State, Zip

Work Phone Cell Phone Home Phone

E-mail Address

Joint Owner's Name Joint Owner's Signature

Social Security Number Date of Birth

E-mail Address

FOR CREDIT UNION USE ONLY

APPROVED DISAPPROVED

SIGNATURE _____ DATE _____

Accepted by Teller # _____ Circle Plan Number: 51 53 55 56 57 58 59 60

myMAX Online Branch AGREEMENT

1. In this Agreement, the words "you" and "your" mean each person who signs the application for this Agreement. The words "we", "us" and "our" mean MAX CREDIT UNION. The word "PASSWORD" means the password you select. You will be responsible for protecting the confidentiality of your PASSWORD. You agree that any person to whom you provide the PASSWORD shall be considered an authorized user and you will be responsible jointly and separately with the authorized user for any and all transactions. The word "Account" means those accounts with us which you may access by use of your PASSWORD and the online access and bill paying system. The "myMAX Online Branch System" is an electronically automated online service and bill paying system that may be accessed by an online computer through which, when used in conjunction with a PASSWORD, an electronic fund transfer may be initiated.

The words "Online Service Provider" mean the Credit Union's website, your direct computer address, CompuServe, America Online, Prodigy or other similar providers as may be offered in the future. A "business day" is a day the main office is open for business.

2. EACH PERSON SIGNING THE APPLICATION FOR THIS AGREEMENT AND EACH PERSON YOU GIVE THE PASSWORD CAN ACCESS ANY OF THE DESIGNATED ACCOUNT(S) AND OTHERWISE USE the myMAX Online Branch.

3. You understand that your PASSWORD when used with the myMAX Online Branch System may be used to, among other things, transfer funds between certain Accounts, withdraw funds from certain Accounts, make advances under certain Accounts, make payments to certain Accounts and authorize payment to third parties. The specific transactions available are listed in the accompanying Regulation E Disclosure.

4. The bill paying option will allow you to establish monthly payments to third parties of the same amount (you must input the amount once) or monthly payments of different amounts (you must input the amount each month). You must input the names and all pertinent information of third party payees for the bill payment service on your online computer using the "myMAX Online Branch." If you do not have a computer, you may supply the names and all pertinent information of third party payees to us on a paper form available from the Credit Union. You agree it may take up to two weeks using the paper form for the information to be entered into the myMAX Online Branch System. You agree you are totally responsible for the correctness of the third party payee's name, address, amount to be paid and all other information you provide or for your failure to provide correct or complete information in order to carry out the transaction you request.

You agree payments may be made on your behalf by either ACH transfer (which is an electronic transfer) or by check in the amount you requested being mailed to the third party. Bill payment requests made before 11:00 p.m. Central Time will be processed within the next five business days. Bill payment requests made at or after 11 :00 p.m. Central Time will be processed within the next six business days. Online transactions between your Accounts shall be carried out immediately. Any check sent by mail shall be sent by first class U.S. Mail. You agree we shall not be liable or otherwise responsible in any way for any check once it is mailed. E-mail messages will not be "live," i.e. your communication may be reviewed later.

Requests made using the bill paying system will result in an immediate deduction of that amount from your Share Draft Account when that payment is processed. You may have the online branch service or online and bill paying service but you may not have only bill paying service. Bill paying to third parties shall only be available through your Share Draft Account.

5. You will be responsible for all unauthorized transfers made from your Account by use of the myMAX Online Branch System, subject to the limitations contained in applicable Federal Law. Those limitations of your liability for unauthorized transfers are summarized in the disclosures accompanying this Agreement.

6. You will tell us at once if you believe your PASSWORD has been lost, stolen, discovered, used, obtained by some unauthorized person, or if your account has been compromised in any way through the myMAX Online Branch System. The fastest way to notify us is to telephone us at (334) 260-2600 or 1 (800) 776-6776. You understand we may suspend your access to the myMAX Online Branch System until such problems are corrected.

7. We may terminate or cancel your use of the myMAX Online Branch System at any time at our sole discretion and without notice to you. We may give you notice of termination or cancellation, but we are not obligated to do so. Your PASSWORD may not be used with the myMAX Online Branch after we terminate or cancel, and you will discontinue its use immediately. You may terminate or cancel the use of the myMAX Online Branch System by giving a written notice to us at our main office. Your written notice of termination or cancellation will become effective not later than the end of the first business day following our actual receipt of your notice. The termination or cancellation of the use of the myMAX Online Branch System will not affect the liability incurred by you prior to termination or cancellation.

8. You must keep your Share Account with us open in order for you to use the myMAX Online Branch. You must keep your Share Draft Account with us open in order for you to use the bill payment services.

9. Except as changed by this Agreement, transactions initiated by the use of the myMAX Online Branch System are subject to the rules and agreements covering your Accounts with us, and this Agreement is made part of and supplemental to those rules and agreements.

10. You will pay any charges that may be approved by our Board of Directors for the use of the myMAX Online Branch System. All approved charges may, at our option, be charged against any Account which may be accessed by your use of the myMAX Online Branch System or any other Account in which you have an ownership interest or right to make withdrawals.

11. Your PASSWORD will be used only for the type of transactions and to have access to only those Accounts that we have approved in advance. If through some error the myMAX Online Branch permits you to withdraw funds from an Account that you should not be allowed to use, we may charge the amount involved to an Account that you can use.

12. Your PASSWORD may not be used to overdraw any Account except for those Accounts for which you have established overdraft protection. Such overdraft protection, if any, will be governed by the terms of those Accounts.

13. In order to process your request you agree we may request and you must meet our security requirements to identify authorized users. However, we have no obligation to monitor how your PASSWORD is used or to notify you if we notice any unusual activity with regards to any of your Accounts, which may be accessed by use of your PASSWORD. We have no obligation to monitor how you use the myMAX Online Branch System or to notify you if we notice any unusual activity with regards to any of your Accounts, which may be accessed by use of the myMAX Online Branch System. You agree obtaining Internet service is entirely your responsibility. You agree obtaining a computer to use the system is entirely your responsibility. You agree you are responsible for all charges assessed by communications companies, local and long-distance telephone companies, online service providers or other related companies.

14. You agree we accept no responsibility for equipment damage, computer viruses, software damage or any other damage or failure which may occur as a result of your use of third-party software or the myMAX Online Branch System. Even though we believe that the myMAX Online Branch System will prove to be reliable, the system may not operate properly at all times. We, therefore, do not promise that the myMAX Online Branch System will always be available for your use. You will not attempt to make a transfer when the system tells you or other circumstances give you reason to believe that the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to initiate the transaction you desire. You agree we assume no liability due to your inability to access the myMAX Online Branch System for any reason, including but not limited to, communication problems or interruption at equipment failure.

15. This Agreement may be changed at any time by mailing a copy of any changes to your last statement address. Changes will be effective on the date that we mail them to you unless we are required, by Federal law, to give you advance notice. Your use of the myMAX Online Branch System after the effective date of any change will acknowledge your acceptance of the change.

16. We can delay in enforcing any of our rights under this Agreement without losing them. The fact that we do not enforce our rights in one instance does not mean that we will not do so in another instance.

17. This Agreement and all transactions under this Agreement will be governed by Alabama law and applicable Federal law.

18. You hereby acknowledge receipt of a copy of this Agreement and the disclosures attached to this Agreement and agree to all of the terms set forth therein.

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REGULATION E DISCLOSURE STATEMENT

myMAX Online Branch Online Account Access and Bill Paying System

YOU CANNOT USE THE myMAX Online Branch SYSTEM TO TRANSFER MONEY INTO OR OUT OF YOUR ACCOUNT UNTIL WE HAVE VALIDATED ITS USE.

To validate the system, you must be authorized by MAX Credit Union and obtain a password (PASSWORD). Once authorized and a PASSWORD is obtained, the system will then be validated and may be used through an Online Computer.

ACCOUNT ACCESS: Your PASSWORD may be used with an Online Computer to allow you to initiate any of the following transactions, provided the Accounts have been authorized for use. You may make:

- Transfer from Share to Share Draft
- Transfer from Share Draft to Share
- Transfer from Share to Loan
- Inquiry of all designated Accounts
- Advance from Loan to Share
- Advance from Loan to Share Draft
- Transfer from Share Draft to Loan
- Transaction history of all Accounts
- Bill payments to third parties

LIMITATION ON FREQUENCY OF TRANSFERS: For security reasons, there are limits on the number of transfers you can make using our system.

LIMITATION ON DOLLAR AMOUNTS OF TRANSFERS: For security reasons, there are limits on the dollar amount of transfers you can make using our system.

BUSINESS DAYS: Our business days are Monday through Friday. Holidays are not included. Of course, the myMAX Online Branch System is open at times other than the business days of our Credit Union.

SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS: Tell us AT ONCE if you believe your PASSWORD has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account(s) (plus your maximum overdraft line of credit and open end credit). If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your PASSWORD without your permission. If you believe your PASSWORD has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your PASSWORD without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PASSWORD, and we can prove we could have stopped someone from using your PASSWORD without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your PASSWORD has been lost or stolen or that someone has transferred or may transfer money from YOUR Account without your permission, call (334) 260-2600 or 1 (800) 776-6776, or write to us at MAX CREDIT UNION, Post Office Box 244040, Montgomery, Alabama 36124-4040.

SERVICE CHARGES: There is a monthly service charge of \$1.95 for the myMAX Online Branch System. This charge will be waived during the time the Primary Member has one of the following at the Credit Union: Direct Deposit; Share Draft Account; Credit Card; Loan; Share Certificate; IRA Account; \$5000 or greater on deposit; an active Private Reserve Account. There is a monthly service charge of \$3.00 for bill payment service, which includes use of the myMAX Online Branch System. The fee for bill payment service is waived during the time the Primary Member elects to receive statements electronically. Additionally, if you have an existing overdraft credit line or open loan Account attached to your checking Account, any overdrafts shall be subject to FINANCE CHARGES in accordance with the terms of the applicable agreement.

SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS: You will get a monthly Account statement (unless there are no transfers in a particular month). In any case, you will get the statement at least quarterly.

RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO: If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here is how: Call us at (334) 260-2600 or 1 (800) 776-6776, or write us at MAX CREDIT UNION, Post Office Box 244040, Montgomery, Alabama 36124-4040 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require that you put your request in writing and get it to us within 14 days after you call. We will charge you \$30.00 for each stop payment order you give. If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set). If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

SUMMARY OF CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as required by Federal law. However, there are some exceptions. We will not be liable, for instance:

If through no fault of ours, you do not have enough money in your Account to make the transfer;

- If the transfer would go over the credit limit on a loan;
- If the system was not working properly, and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If the funds in your Account are subject to a court order or other restriction preventing the transfer; and
- There may be other exceptions stated in our agreement with you.

CIRCUMSTANCES UNDER WHICH WE WILL DISCLOSE ACCOUNT INFORMATION TO THIRD PARTIES: The Credit Union will disclose information to third parties about your Account or transfers you made:

- When it is necessary to complete the transfers;
- In order to verify the existence and conditions of your account for a third party such as a credit bureau or merchant;
- In order to comply with a government agency or court orders; or
- If you give us written permission.

SUMMARY OF OUR ERROR RESOLUTION PROCEDURE IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: Telephone our EFT Coordinator at (334) 260-2600 or 1-800-776-6776 or (334) 279-7550 from overseas, or write us at the following address: EFT Coordinator, MAX Credit Union, P.O. Box 244040, Montgomery, Alabama 36124-4040. Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 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 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

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

**If you give notice of an error within 30 days after you make (1) the first deposit to your account, or (2) a point of sale transaction, or (3) a transaction initiated outside the U.S., its possessions and territories, we have 90 days instead of 45 days to investigate.