

**MAX CREDIT UNION**  
**AUTOMATIC TELLER AND MAX CHECKCARD CONTRACT**  
**Effective November 10, 2006**

This contract and the disclosure statement that you received with this contract cover the use of our automated teller terminals, network ATM's owned by other financial institutions, your MAX CheckCard, your MAX ATM CARD and your Personal Identification Number (PIN). In this contract and the disclosure statement the MAX CheckCard and the MAX ATM CARD are sometimes called the "Card." The words "you," "your," and "yours," mean each person who requested or authorized the card to be issued (including anyone who signed the application for the card, or who uses the card). The words "authorized user" means a person to whom you have asked us to issue a duplicate card or to whom you have given one of the cards we have issued to you or to whom you have given or allowed access to your Personal Identification Number. The words "we," "our," and "us" mean MAX Credit Union, Montgomery, Alabama. The abbreviation "ATM" refers to our MAX ATM 24-Hour Automated Teller Machines and network Automated Teller Machines owned by other financial institutions. The word "PIN" refers to your personal identification number. "Foreign ATM" means any ATM not owned by MAX Credit Union.

**1. ACCEPTING THIS CONTRACT.** You and every authorized user of a card or PIN accept this contract by requesting and receiving, accepting, or keeping a card, or by using a card or allowing someone else to use one. Each of you are individually and jointly responsible for the use of a card and PIN including the use of your card by anyone you allow to use it, or to whom you have given or allowed access to your PIN.

**2. AUTOMATIC TELLER MEMBER SERVICES.** You may use the Card to make payments, purchases or to obtain cash advances from merchants, financial institutions, or other parties who honor the Card. Such use of the Card is your authorization for us to withdraw funds from your Account in an amount equal to the payment, purchase or cash advance transaction. Each Card withdrawal by you (or by anyone else to whom you have given the Card) will be charged to the Account and will be treated as though it were a "share draft" for purposes of the Share Draft Account Agreement, except that: (1) we may charge withdrawals to the Account in any order we determine, and if shares are not sufficient to cover all withdrawals, we may pay Card withdrawals and dishonor regular share drafts, and (2) we cannot honor stop payment requests on Card withdrawals.

**3. PROTECTING THE CARD AND PIN.** To make sure that no one else has access to your account or accounts or other services available through the use of a card, you and each authorized user promise (a) not to tell your PIN to anyone; (b) not to write your PIN on your Card or on the authorized users Card or on anything else likely to fall into the wrong hands; and (c) to keep your Card and PIN or the authorized users card and PIN in a safe place. If you fail to faithfully and completely adhere to these precautions, your account with MAX Credit Union may be "Closed for Cause" at the Credit Union's option. You and each authorized user also promise to tell us at once if you or any authorized user believes your Card or PIN has been lost or stolen. The fastest way to notify us is by calling us at the following numbers:

(334) 260-2600  
or 1-800-776-6776

or write us at the following address:

MAX Credit Union  
P.O. Box 244040  
Montgomery, Alabama 36124-4040

To report a lost or stolen CheckCard or CheckCard PIN after business hours call 1-800-449-7728 and for calls outside the US call 1-888-847-2488.

You agree that, subject to any limitations of applicable law, you may be liable for losses or damages which we may suffer or incur by virtue of your failure to comply with the security requirements of this section.

**4. YOUR RESPONSIBILITY FOR UNAUTHORIZED TRANSFERS.** You agree that you will be liable for any transaction through the use of the Card and PIN until the Card has been returned to us. Such use shall constitute an authorization and direction to us by you to complete a transaction in accordance with the instructions given the ATM and we shall be fully protected in acting on such instruction as we would be in the event you had personally completed the transaction in the manner in which such a transaction is customarily completed absent the use of the Card. You agree that you will be responsible for any unauthorized transfers made to your account or accounts subject to any limitations contained in applicable law. Your liability for unauthorized credit transactions is summarized in our Line of Credit loan agreement with you.

**5. SECURITY.** You and every authorized user agree that we are not responsible for providing security guards or other security measures at any ATM locations.

**6. AVAILABILITY AND OPERATION OF TERMINALS.** Although ATM terminals are generally reliable, they may not operate properly at all times. We therefore, cannot promise that they will always be available for your use. You and every authorized user promise not to attempt to make a transfer when an ATM terminal indicates, or other circumstances give you or the authorized user reason to believe, that the terminal is closed, is not operating properly or is otherwise unable to make the transfer desired. We will not be liable for damages resulting from the unavailability or failure of an ATM to operate except as required by Federal Law. Without limiting the foregoing, we will not be responsible or liable to you for any loss, cost or damages which you may suffer or incur by virtue of any mechanical or operational failure of an ATM (including failures which result in inability to complete any transaction, failure of the ATM to return the card, or failure of the ATM to properly dispense cash).

**7. DISHONORING THE CARD.** We are not responsible for the refusal of any terminal, plan merchant, financial institution or other party to honor your Card. You understand and agree that said parties may not be able to determine your actual Account balance and may refuse to honor the Card for that reason. You agree that we are not liable for such refusal or inability to complete the transaction or for their retention of the Card.

**8. DATA FUNDS DEPOSITED OR TRANSFERRED.** If a Card and PIN are used to make a withdrawal from any of your accounts or if you have applied for and previously been approved to access your Line of Credit loan through the use of your Card, and if your Card is used to get a cash advance from your Line of Credit or to transfer money between your checking and share accounts at MAX, it will be promptly reflected on our records. You agree that all transactions made through the use of an ATM are subject to verification by us and all deposits and payments made through an ATM are subject to actual receipt. The credit to your account of non-cash items will be conditional until we can collect them. If we cannot collect the amount of any non-cash item or payment, that amount will be charged back to your account balance. All transactions initiated through the use of an ATM shall be subject to all rules and regulations of MAX and all agreements or contracts between MAX and you which relate to transactions of the type initiated.

Transactions initiated after Noon (12 PM) through the use of an ATM at our election in any instance may not be completed by us until the next business day. Deposits made by Noon (12 PM) on a day we are open for business will always be posted the same day. Deposits on a day we are not open for business will be posted on our next business day. A business day is any day we are open for full service.

**9. DEPOSIT DISCREPANCIES.** All cash and check deposits inserted into the ATM are subject to verification. You and each authorized user agree that the verified amount is the correct amount.

**10. CREDIT LIMIT.** If you have previously applied for and have been approved for a Line of Credit loan, and further if you have previously applied for and have been approved to access your Line of Credit by use of your card, we have no obligation to make any transfers that will cause you to exceed your credit limit. You promise not to use the Card in manner that would overdraw the balance available in your Account. If an overdraft occurs, you promise to pay us for the amount of any Card withdrawals or share drafts which we honor in excess of the shares available in your Account. We will handle any overdrafts in the same manner as provided for in your Share Draft Account Agreement.

**11. AUTHORIZED TRANSFERS AND ACCOUNTS.** You and each authorized user promise to make only the types of transfers and to get access only to the account or accounts or use services that you have requested in advance and you have been approved to use. If through some error you or any authorized user withdraws funds from an account that you should not be allowed to use you agree that we may charge amount involved to any account you can use or have been approved for. You agree to pay ATM transaction fees as listed in our Electronic Funds Transfer Act Disclosure when you transact business using your MAX CheckCard or your MAX ATM CARD and PIN at ATM's not owned by MAX Credit Union through the net-works available to card holders.

**12. RETURNS AND ADJUSTMENTS.** Merchants and others who honor the Card may give credit for returns and adjustments, and they will do so by initiating a credit to us, and we will credit that amount to your Account. The monthly statement will identify the merchant, electronic terminal, or financial institution at which transactions were made, but sales, cash advance, credit or other slips cannot be returned with the statement. You must retain the copy of such slips furnished at the time of the transaction in order to verify the monthly statement. We may make a reasonable charge for photocopies of slips you request.

**13. DISCLOSURE OF INFORMATION TO THIRD PARTIES.** By accepting this contract, you and any authorized user authorize us to disclose information to third parties about your account or accounts or the transfers you or any authorized user make through an ATM. The circumstances, under which we may, in the ordinary course of business, disclose such information to third parties, are set forth in the disclosure statement. We are under no obligation, however, to disclose any information to third parties.

**14. FOREIGN TRANSACTIONS.** Payments, purchases and cash advances made in foreign currencies will be charged to your account in U.S. dollars. Foreign transactions include internet transactions initiated in the U.S. with a merchant who processes the transaction in a foreign country. For Visa transactions, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date, plus the 1% International Transaction Fee. For MasterCard transactions, the currency conversion procedures includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard, and the rate MasterCard uses for a particular transaction is a rate selected by MasterCard for applicable currency on the day the transaction is processed, which may differ from the rate applicable on the date the transaction occurred or when it is posted to the cardholder's account. Cardholder agrees to pay the converted amount to Issuer in U.S. dollars, plus a fee of 1% for conversion and processing imposed by Issuer and MasterCard.

**15. KEEPING A CARD AND REFUSING TRANSFERS.** You agree that your card and any authorized users duplicate card remains the property of the credit union and such cards may not be transferred or assigned to anyone else. We reserve the right to refuse to make the transfers requested by you or any authorized user and we may keep your card or any authorized user's card at any time. However, we are not obligated to keep a card under any circumstances.

**16. CHANGING THIS AGREEMENT OR CANCELLING A CARD.** We can change this agreement at any time by mailing a copy of the changes to last address we have for you. The changes will be effective on the date we mail them to you; unless we are required by law to give you notice of them in advance and the changes will indicate to you whether law requires such notice and the length of time required by such advance notice. We can cancel the use of your card and PIN or any authorized user's card at any time. If we do cancel the use of a card and PIN, you and any authorized user agree to send all cards back to us immediately. A card may not be used after we cancel it or it has expired. You may cancel the use of your Card or any authorized users Card at any time by returning the Card to us at the following address:

MAX Credit Union  
P. O. Box 244040  
Montgomery, Alabama 36124-04040

Provided, however, that no such termination shall in any way affect any liability that you have to us with respect to transactions initiated through the use of the Card and PIN.

**17. ACCOUNT RULES AND REGULATIONS.** Except as change by this agreement, all transfers made by use of a Card and PIN are subject to (a) the terms and conditions contained in the signature cards, account rules and regulations for your various accounts and (b) our Line of Credit loan agreement with you, and any other applicable agreement that we may have with you; and this agreement is made a part of all your other account agreements. You agree that the accompanying Electronic Funds Transfer Act Disclosure shall cover electronic transfers made by use of your Card(s).

**18.** You agree to pay any future charges that may be approved by the Board of Directors of the Credit Union for the use of your Card, or return your Card immediately. You authorize the Credit Union to take any such fees from your share, share draft or any other account in which you have an ownership interest or the right to withdraw.

**19.** You agree that if the Credit Union notices that your Card is being used more frequently than usual, or to withdraw larger amounts than usually withdrawn, it may try to contact you to verify that the Card has not fallen into the hands of an unauthorized user. If the Credit Union does not reach you, it may, in order to attempt avoidance against possible losses, choose to invalidate the Card the next time it is used. If the Credit Union does, in fact, invalidate the Card, it may be revalidated by bringing the Card to one of the Credit Union's branch offices. However, you understand that the Credit Union has no obligation to keep up with how the Card is usually used or to notify you if it notices unusual activity.

**20.** If the Credit Union if forced to institute suit against you as a result of a breach by you in this agreement or as a result of an overdraft, you agree to pay reasonable attorney's fees plus other costs if the amount of the debt exceeds \$300.00. No delay in enforcement of our rights under this Agreement will result in any loss of our rights or relieve you of any of your obligations.

**21. WHAT LAW APPLIES.** Except as provided in the Arbitration Agreement, this agreement and all transactions under this agreement will be governed by Alabama law and applicable Federal law.

**22. SEVERABILITY.** If any of the provisions of this agreement are found to be invalid or unenforceable for any reason, it will not affect any of the other provisions of this agreement and all of the other provisions will remain in effect as if the invalid or unenforceable provision or provisions had never been contained in the agreement.