MAX Credit Union

Rev. 3/20

FACTS

WHAT DOES MAX 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 ▪ credit history and income ▪ overdraft history and payment history

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

Reasons we can share your personal information	Does MAX 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	Yes
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	Yes
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	▪ Call toll-free 800-776-6776 - our menu will prompt you through your choice(s) or ▪ Visit us online: www.myMAX.com; click Privacy Statement **Please note:** If you are a *new* member, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions?	Call toll-free 800-776-6776 or go to www.myMAX.com; click Privacy Statement

What we do

How does MAX 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 MAX Credit Union collect my personal information?	We collect your personal information, for example, when you ▪ open an account or show your government-issued ID ▪ provide employment information or apply for financing ▪ give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ 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 State law and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our affiliates include other companies, such as MAX Services, LLC and MAX Capital, LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Nonaffiliates we share with can include insurance companies.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *MAX Credit Union does not jointly market*.

Other important information

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

MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of MAX Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, 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, Credit Union policies, and any amendments, including additions, deletions, or other changes, 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, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) 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 and consumer 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. Unless otherwise requested, each payment made pursuant to this designation: (a) shall be paid in equal shares to the primary beneficiary(ies) who are living at the time of my death; or (b) if no primary beneficiary(ies) shall be living at the time of my death, such payment shall be made in equal shares to the contingent beneficiary(ies) who are then living. I have the right to change this designation at any time. 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 - If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are 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 regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have any access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by

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applicable law. We may 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 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. The account will terminate and be distributed in accordance with applicable law.

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 clearing house (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 or process. 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. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code (UCC), such as wire transfers, will be subject to such provisions of the UCC 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 Nacha Operating Rules. We may execute certain requests for funds 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 funds transfers to or from your account. We will debit your account for the amount of a funds 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 funds transfers to or from your account.

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

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, 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 funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny 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 Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

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

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; (5) you fail to repay a credit union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. 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 Draft (e.g. Checking) account does not have sufficient funds 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 that overdraws your account.

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 document the Credit Union uses to capture your affirmative consent and 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. Order of Payments. Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

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 a 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. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

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. Although payment of a check or draft may be stopped, you may remain liable to any holder of the check or draft, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of a check or draft contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay a check or draft, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of a check or draft as a result of incorrect information provided by you.

d. Items Subject to Other Rules. For cashier's checks, teller's checks, or certified checks that have been lost, destroyed, or stolen, refer to provisions elsewhere in this Agreement which describe the claims process for recovering the amount of such a check. For preauthorized debit transactions, which are governed by Regulation E, refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on such transactions.

17. LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS, TELLER'S CHECKS, OR CERTIFIED CHECKS - Generally, you cannot place a stop payment on a cashier's check, teller's check, or certified check that has been lost, destroyed, or stolen because the law treats these types of checks differently than ordinary checks. However, you may be able to assert a claim for the amount of the check. Article 3 of the UCC as adopted by the state in which we are located controls your and our rights and obligations with respect to these types of checks. Please contact us regarding the specific procedures for submitting a claim for a lost, destroyed, or stolen cashier's check, teller's check, or certified check.

18. 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, clearing house 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.

19. 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.

20. 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.

21. 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. 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, 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.

22. 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.

23. 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.

24. 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 amend this Agreement by adding, removing, or changing terms at any time. 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. Maintaining an open account after the change constitutes your agreement. 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. Waiver of Terms. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

d. 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.

e. 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.

25. 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 suspend opening your account or close your account and return the balance to you, less any applicable service fees.

26. STATEMENTS

a. Contents. 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 (including improper fees and charges), 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 email address shown in our records.

27. 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.

28. 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, Member Services Request, or other document which evidences a change to an account and accepted by us.

29. 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; (8) if par value of one (1) share is not maintained for two (2) months; or (9) 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. 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.

30. 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.

31. DEATH OR INCOMPETENCE - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account 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 or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

32. 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.

33. 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.

34. 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.

35. GOVERNING LAW - Except as provided in the Arbitration Agreement, 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.

36. JURISDICTION AND VENUE - Except as to claims that are subject to arbitration, you agree that any legal action brought to enforce or interpret, or arising out of or relating to this Agreement, shall be brought and maintained in the federal or state courts, as applicable, in the county in which the Credit Union Corporate Headquarters is located.

37. LIMITATION OF TIME TO COMMENCE ACTION - Any action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

38. 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.

39. 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.

40. FINANCIAL EXPLOITATION - As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may: (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we act in good faith and exercise reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

41. 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 call, text message, or voicemail transmission 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.

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

FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds at MAX Credit Union. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean the member, and the terms "our," "we," or "us" mean MAX Credit Union. The term "check" means check or share draft, as applicable.

1. YOUR ABILITY TO WITHDRAW FUNDS – Our policy is to make funds from your cash and check deposits available to you on the same business day that 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 at a staffed location, before 12:00 p.m. at an ATM that we own or operate, or before 2:00 p.m. at a night depository 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 our cutoff hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our business hours are available at the Credit Union.

2. LONGER DELAYS MAY APPLY – In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first $275.00 of your deposits, however, may 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 same 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 send you the notice by the 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.

In addition, funds you deposit may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications 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.

3. 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 $6,725.00 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 same business day that we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725.00 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 $6,725.00 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 second business day after the day of your deposit.

4. HOLDS ON OTHER FUNDS FOR CHECK CASHING – 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.

5. HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT – 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.

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MAX Credit Union
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Montgomery, AL 36124-4040

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 MAX 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 share and share draft 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, 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 share and share draft accounts.
- Withdraw funds from your share, share draft, HELOC and Line of Credit accounts.
- Transfer funds from your share, share draft, HELOC and Line of Credit accounts.
- Obtain balance information for your share, share draft, HELOC and Line of Credit accounts.
- Make loan payments from your share, share draft, HELOC and Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry network logo(s).
- Access your Line of Credit accounts.

The following limitations on ATM Card transactions may apply:

- There are daily withdrawal and purchase limits.
- There is a maximum limit on the number of ATM Card transactions per day, if there are sufficient available funds in your account. For information on the number of transactions allowed call 334.260.2600 or 800.776.6776.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- Maximum ATM withdrawal and POS transaction limit of 20 per day, if there are sufficient available funds in your account.
- 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. MAX Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. 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 share draft 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 available 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 (see Overdrafts section of the Membership and Account Agreement). 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, 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 share and share draft accounts.
- Withdraw funds from your share, share draft, HELOC and Line of Credit accounts.

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- Transfer funds from your share, share draft, HELOC and Line of Credit accounts.
- Obtain balance information for your share, share draft, HELOC and Line of Credit accounts.
- Make loan payments from your share, share draft, HELOC and Line of Credit accounts.
- Access your 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 MAX Debit Card transactions may apply:

- There is a maximum limit on the number of MAX Debit Card transactions per day, if there are sufficient available funds in your account. For information on the number of transactions allowed call 334.260.2600 or 800.776.6776.
- There are daily withdrawal and purchase limits.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- Maximum ATM withdrawal and POS transaction limit of 20 per day, if there are sufficient available funds in your account.
- 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. Jenny MAX. If we approve Jenny MAX 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 Jenny MAX to:

- Transfer funds from your share, share draft, money market, HELOC and Line of Credit accounts.
- Obtain balance information for your share, share draft, loan, money market, certificate, HELOC and Line of Credit accounts.
- Make loan payments from your share, share draft, HELOC and Line of Credit accounts.
- Access your Line of Credit and HELOC account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Jenny MAX via a touch-tone telephone only. Jenny MAX 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 Jenny MAX transactions may apply:

- There is no limit to the number of inquiries or transfers 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. 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.

d. 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 MAX Share, Share Draft, Club and/or Money Market account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your Share, Share Draft, and Club and/or Money Market 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.

e. Electronic Check Conversion/Electronic Merchant 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.

f. 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:

- Withdraw funds from your share, share draft, money market, club, and HELOC and Line of Credit accounts.
- Transfer funds from your share, share draft, money market, club, and HELOC and Line of Credit accounts.
- Obtain balance information for your share, share draft, loan, money market, club, certificate, and HELOC and Line of Credit accounts.
- Make loan payments from your share, share draft, money market, club, and HELOC and Line of Credit accounts.
- Access your HELOC and Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Make External Transfers.

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. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- See myMAX Online Branch Access Agreement and Disclosure Statement.
- See Section 2 for transfer limitations that may apply to these transactions.

g. 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:

- Withdraw funds from your share, share draft, money market, club, HELOC and Line of Credit accounts.
- Transfer funds from your share, share draft, money market, club, HELOC and Line of Credit accounts.
- Obtain balance information for your share, share draft, loan, money market, club, certificate, HELOC and Line of Credit accounts.
- Make loan payments from your share, share draft, money market, club, HELOC and Line of Credit accounts.
- Access your HELOC and Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Make External Transfers

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. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- See myMAX Online Branch Access Agreement and Disclosure Statement.
- See Section 2 for transfer limitations that may apply to these transactions.

h. MAX Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you 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 share draft 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 MAX Bill Pay transactions may apply:

- See myMAX Online Branch Access Agreement and Disclosure Statement.

2. TRANSFER LIMITATIONS — For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

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.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

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 share and share draft 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. 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).

a. ATM Card Fees.

- $1.00 charge for ATM withdrawals at machines we do not own (nonproprietary).
- We do not charge for any POS transactions at the present time.
- Replacement card fee of $5.00 per card.
- $0.50 charge for inquiry and transfers at nonproprietary ATMs.

b. MAX Debit Card Fees.

- $1.00 charge for ATM withdrawals at machines we do not own (nonproprietary).
- We do not charge for any POS transactions at the present time.
- Replacement card fee of $5.00 per card.
- $32.00 charge for each one-time debit overdraft.
- $0.50 charge for inquiry and transfers at nonproprietary ATMs.

c. Preauthorized EFT Fees.

- Overdraft fee of $32.00 per item.

d. MAX Bill Pay Fees.

- Overdraft fee of $32.00 per item.

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, 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 (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than $50.00 if someone used 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 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:

(334) 260-2600
(800) 776-6776
(800) 449-7728 (lost/stolen after business hours)
(888) 847-2488 (lost/stolen outside of U.S.)

or write to:

MAX Credit Union
PO Box 244040
Montgomery, AL 36124-4040
Fax: (334) 270-0921

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, 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. To receive a quarterly statement your account must be considered active as defined by the Credit Union or have a minimum balance of $50.00 at the end of the statement period. A Statement will be provided for all accounts at the end of the fourth quarter.

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 (334) 270-1111 or (800) 366-7771 or (334) 260-2600 or (800) 776-6776. 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 an insufficient available balance in your account 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 share and share draft 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:

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

or write to:

MAX Credit Union
PO Box 244040
Montgomery, AL 36124-4040

- 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.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

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 — Except as provided in the Arbitration Agreement, 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 — Except as provided in the Arbitration Agreement, 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.

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

TRUTH-IN-SAVINGS DISCLOSURE

MATURITY DATE: **EFFECTIVE DATE:** 12/01/2025

The rates, fees and terms applicable to your account at Max 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

	Dividend Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
☐ **Share Certificate**		Fixed Rate	$500.00	At Maturity	At Maturity	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
30 Day	0.050% / 0.05%								
60 Day	0.100% / 0.10%								
90 Day	0.200% / 0.20%								
6 Month	2.500% / 2.50%								
☐ **Share Certificate**		Fixed Rate	$500.00	Quarterly	Quarterly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
12 Month	2.500% / 2.52%								
18 Month	2.500% / 2.52%								
24 Month	2.500% / 2.52%								
30 Month	0.750% / 0.75%								
36 Month	2.500% / 2.52%								
48 Month	2.500% / 2.52%								
60 Month	2.500% / 2.52%								
☐ **Jumbo Share Certificate**		Fixed Rate	$100,000.00	At Maturity	At Maturity	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
30 Day	0.050% / 0.05%								
60 Day	0.100% / 0.10%								
90 Day	0.200% / 0.20%								
6 Month	2.500% / 2.50%								
☐ **Jumbo Share Certificate**		Fixed Rate	$100,000.00	At Maturity	At Maturity	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
12 Month	2.500% / 2.50%								
18 Month	2.500% / 2.50%								
24 Month	2.500% / 2.50%								
30 Month	0.750% / 0.75%								
36 Month	2.500% / 2.50%								
48 Month	2.500% / 2.50%								
60 Month	2.500% / 2.50%								
☐ **39 Month Bump Rate Certificate**		Variable Rate - Member has discretion	$10,000.00	Quarterly	Quarterly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
39 Month	2.500% / 2.52%								

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☐ 6 Month IRA Certificate		Variable Rate	$5.00	Monthly	Monthly	Account's Term	Allowed - No Limit	Allowed - See Transaction Limitations section	Automatic
6 Month	2.500% / 2.53%								
☐ IRA Share Certificate		Fixed Rate	$5.00	Monthly	Monthly	Account's Term	Allowed - No Limit	Allowed - See Transaction Limitations section	Automatic
12 Month	2.500% / 2.53%								
18 Month	2.500% / 2.53%								
30 Month	0.750% / 0.75%								

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 to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Share Certificate, Jumbo Share Certificate, and IRA Share Certificate accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For 6 Month IRA Certificate accounts, the dividend rate and annual percentage yield may change at any time as determined by the Credit Union's Board of Directors. 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. During the term of your 39 Month Bump Rate Certificate account(s), you may increase the rate one time to the rate currently in effect for accounts of this type with the same term. The following additional limitations apply to the dividend rate paid on your 39 Month Bump Rate Certificate account(s): We will use the current 36 Month Term Share Certificate rate. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

2. DIVIDEND PERIOD — For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.

3. DIVIDEND COMPOUNDING AND CREDITING — The compounding and crediting frequency of dividends are stated in the Rate Schedule. For all accounts, at your option, you may choose to have dividends credited to your certificate account, paid to you by check or transferred to another account of yours. If you elect to have dividends paid to you by check or transferred to another account, compounding will not apply.

4. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share 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, dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

5. ACCRUAL OF DIVIDENDS — For all accounts, dividends 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 are credited, accrued dividends will not be paid.

6. 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. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below.

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

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

a. Amount of Penalty. For 39 Month Bump Rate Certificate accounts, the amount of the early withdrawal penalty for your account is 365 days' dividends. For Share Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of 30 Days	30 days' dividends
Terms of 60 Days	60 days' dividends
Terms of 90 Days – 12 Month	90 days' dividends
Terms of 18 - 36 Month	180 days' dividends
Terms of 48 - 60 Month	365 days' dividends

For Jumbo Share Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of 30 Days	30 days' dividends
Terms of 60 Days	60 days' dividends
Terms of 90 Days – 6 Month	90 days' dividends
Terms of 12 Month	120 days' dividends
Terms of 18 - 24 Month	180 days' dividends
Terms of 30 - 36 Month	240 days' dividends
Terms of 48 - 60 Month	365 days' dividends

For IRA Share Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of 6 - 12 Months	90 days' dividends
Terms of 18 - 30 Month	180 days' dividends

b. How the Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been on the account. The penalty will not exceed dividends earned up to the date of the early withdrawal.

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.

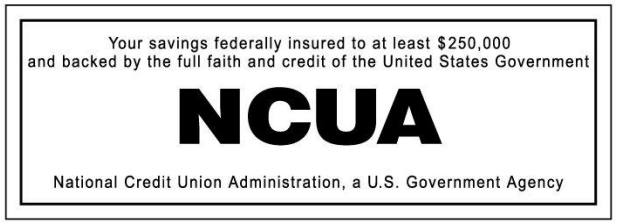
(ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple dividends earned in the amount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

9. 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.

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

11. 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



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

TRUTH-IN-SAVINGS DISCLOSURE

LAST DIVIDEND DECLARATION DATE
Monthly: **Quarterly:**

The rates, fees and terms applicable to your account at Max 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

ACCOUNT TYPE	DIVIDENDS				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	
Share/Club	$100.00 to $2,499.99 0.075% / 0.075% $2,500.00 or greater 0.150% / 0.150%	Quarterly	Quarterly	Quarterly (Calendar)	$5.00	$50.00 (see section 5)	$100.00	Average Daily Balance	Account transfer and withdrawal limitations apply.
Elevate Money Market	$1.00 to $2,500.00 4.889% / 5.00% $2,500.01 to $5,000.00 3.930% / 4.00% $5,000.01 to $15,000.00 2.960% / 3.00% $15,000.01 or greater 0.995% / 1.00%	Monthly	Monthly	Monthly (Calendar)	$50.00	—	$1.00	Average Daily Balance	Account transfer and withdrawal limitations apply.
Performance Money Market	$1.00 to $4,999.99 0.15% / 0.15% $5,000.00 to $24,999.99 0.25% / 0.25% $25,000.00 to $49,999.99 0.75% / 0.75% $50,000.00 to $99,999.99 1.250% / 1.26% $100,000.00 to $249,999.99 1.750% / 1.76% $250,000.00 to $499,999.99 2.000% / 2.02% $500,000.00 or greater 2.250% / 2.27%	Monthly	Monthly	Monthly (Calendar)	$1,500.00	—	$1.00	Average Daily Balance	Account transfer and withdrawal limitations apply.
Private Reserve Money Market	0.30% / 0.30%	Monthly	Monthly	Monthly (Calendar)	$2,500.00	$1,000.00	$2,500.00	Average Daily Balance	Account transfer and withdrawal limitations apply.
Arrive Checking	—	—	—	—	$50.00	—	—	—	—
Rise Spend	—	—	—	—	$50.00	See section 5	—	—	—

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Explore Checking	—	—	—	—	$50.00	—	—	—	—
Express Checking	—	—	—	—	$50.00	—	—	—	—
Grow Checking	—	—	—	—	$50.00	$500.00	—	—	—
Perform Checking	0.150% / 0.150%	Quarterly	Quarterly	Quarterly (Calendar)	$2,500.00	$1,500.00	$1.00	Average Daily Balance	—
Achieve Checking	$1.00 to $15,000.00 3.000% / 3.04% $15,000.01 or greater 0.250% / 0.250%	Monthly	Monthly	Monthly (Calendar)	$50.00	$500.00 (see section 5)	$1.00 (see section 5)	Average Daily Balance	—

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 to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Share/Club, and Perform Checking accounts, the dividend rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. For Elevate Money Market, Performance Money Market, Private Reserve Money Market, and Achieve Checking accounts, the dividend rate and annual percentage yield may change monthly as determined by the Credit Union's Board of Directors. 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. Share/Club, Elevate Money Market, Performance Money Market, and Achieve Checking 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 Share/Club, and Performance Money Market 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. For Elevate Money Market and Achieve Checking accounts, each dividend rate will apply only to that portion of the account balance within each balance range.

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 COMPOUNDING AND CREDITING — The compounding and crediting frequency of dividends and the dividend period applicable to each 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 — For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Share/Club, Elevate Money Market, Performance Money Market, Private Reserve Money Market, Perform Checking, and Achieve Checking accounts, if you close your account before accrued dividends are credited, you will not receive the accrued dividends.

5. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share 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 Share/Club, Private Reserve Money Market, Grow Checking, Perform Checking, and Achieve Checking accounts, there is a minimum daily balance required to avoid a service fee for the calendar month. If the minimum daily balance requirement is not met during each day of the calendar month, you will be charged a service fee as stated in the Schedule of Fees and Charges. For Rise Spend accounts, you must have at least one direct or mobile deposit per calendar month and complete 10 or more MAX debit card transactions per calendar month to avoid a service fee as stated in the Schedule of Fees and Charges. For Achieve Checking accounts you must have at least one direct or mobile deposit per month, enroll in eStatements, and complete 10 or more MAX debit card purchases per month to earn dividends and waive non-network ATM fees. If requirements are not met, your account is subject to a service charge unless the minimum balance is met. For Share/Club accounts, if you are 23 years of age or older and hold no other accounts except a Share/Club account with a balance or combined balance of less than the minimum balance to avoid a fee you will be charged a service fee as stated in the Schedule of Fees and Charges. For Share/Club, Elevate Money Market, Performance Money Market, Private Reserve Money Market, Perform Checking, and Achieve Checking accounts, there is a minimum average daily balance required to earn the annual percentage yield disclosed for the dividend 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 Share/Club accounts, the minimum average daily balance requirement only applies to individuals age 23 or older who hold no other accounts except a Share/Club account. For accounts using the average daily balance method as stated in the Rate Schedule, dividends are calculated by applying a periodic rate to the average daily balance in the account for the dividend 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.

6. ACCOUNT LIMITATIONS — For Share/Club, Elevate Money Market, Performance Money Market, and Private Reserve Money Market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For Share/Club accounts, you may make three (3) over the counter withdrawal(s) from your account each month. If you exceed this limitation, you will be charged a fee as disclosed in the Schedule of Fees and Charges. For Arrive Checking, Rise Spend, Explore Checking, Express Checking, Grow Checking, Perform Checking, and Achieve Checking accounts, no account limitations apply.

7. FEES FOR OVERDRAWING ACCOUNTS — Fees may be imposed each time an item/draft overdraws your account, and/or on each 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 may be imposed each time an item/draft overdraws your account regardless of whether we pay or return the item/draft. 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. 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

9. RATES — The rates provided in or with the Rate Schedule are accurate as of the last dividend declaration 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.

10. FEES — See separate Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).

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

MAX CREDIT UNION
SCHEDULE OF FEES AND CHARGES
FOR
SHARE, CLUB, AND SHARE DRAFT ACCOUNTS

EFFECTIVE MARCH 1, 2025

SHARE / CLUB ACCOUNT

Fees. The following fees and charges may be assessed against your account: (a) ATM or EFT Over Withdrawal - $32.00 per occurrence; (b) ATM Transaction Fees at Non-MAX ATMs - Denial of Transfer or Withdrawal - $ .50 each; Inquiry - $ .50 each; Transfer - $ .50 each; Withdrawal - $1.00 each; may be subject to more than one fee per log in; May be subject to Non-MAX ATM owner surcharges. (c) Additional or Replacement MAX ATM card - $5.00 each; (d) Address Not Known and Dormant after 12 months - $5.00 per month; (e) Copy of History - $3.00 each; (f) MAX Teller Check - $4.00 each; (g) Statement Copies - $2.00 per statement; (h) Research Charges - $15.00 for the first hour then $20.00 per hour; (i) Wire Transfers - $20.00 per Domestic Outgoing, and $10.00 per Domestic Incoming, $45.00 for International Outgoing and $10.00 per International Incoming; (j) Excessive Share Withdrawals - $3.00 per item. You may make up to three over-the-counter withdrawals each month without charge. Subsequent withdrawals will be charged a fee of $3.00 each. MAX ATM withdrawals are exempt from this charge; (m) Membership Fee - $1.00 per membership; (n) Share Transfer for Overdraft - $ 2.00 per transfer; (Refer to Transaction limitations below); (o) Shares/Clubs Only Fee - $5.00 per month for those members at least 23 years of age holding no other accounts except a share or share and club accounts with a balance or combined balance of less than $50.00 as calculated at the end of each month with no transaction activity for the last 12 months; (u) Check Cashing Fee - $9.00 per check for those members at least 23 years of age holding no other accounts except a share or share and club accounts with a balance or combined balance of less than $250.00.

SHARE DRAFT ACCOUNTS
ACHIEVE CHECKING

Fees. The following fees and charges may be assessed against your account: (a) ATM or EFT Over Withdrawal - $32.00 per occurrence; (b) ATM Transaction Fees at Non-MAX ATMs - Denial of Transfer or Withdrawal - $.50 each; transfer- $.50 each; Withdrawal - $1.00 each; may be subject to more than one fee per log in; may be subject to Non-MAX ATM owner surcharges. MAX will waive a maximum of 5 ATM Network fees charged for withdrawals during the month to this account; (c) Check Printing Fees – Varies depending on style of check ordered; (d) Copy of Check - $2.00 each; (e) Copy of History - $3.00 each; (f) MAX Teller Check - $4.00 each; (g) Statement Copies - $2.00 per statement; (h) Monthly Paper Statement Mailed - $3.00 per month; (i) Overdrafts (Returned Check Solutions, One-time Debit Card transaction) $32.00 per draft; (j) Research Charges - $15.00 for the first hour then $20.00 per hour; (k) Share Transfer for Overdrafts - $2.00 per transfer for all members 19 years of age or older; (l) Stop Payment Order - $32.00 per order; (m) Wire Transfer - $20.00 per Domestic Outgoing, $10.00 per Domestic Incoming, $45.00 per International Outgoing, $10.00 per International Incoming. No transaction limitations apply to this account. Transfers from shares are limited to six occurrences per month. An occurrence includes all overdraft transfers on any given business day. **Subject to a service fee of $4.95 each month if the account does not meet the requirements to earn dividends unless a minimum balance of $500.00 is maintained during the entire month.**

PERFORM CHECKING

Fees. The following fees and charges may be assessed against your account: (a) ATM or EFT Over Withdrawal - $32.00 per occurrence; (b) ATM Transaction Fees at Non-MAX ATMs - Denial of Transfer or Withdrawal - $ .50 each; Inquiry - $ .50 each; Transfer - $ .50 each; Withdrawal - $1.00 each; may be subject to more than one fee per log in; may be subject to Non-MAX ATM owner surcharges. MAX will waive a maximum of 5 ATM Network fees charged for withdrawals during the month to this account; (c) Check Printing Fee - MAX custom checks are provided at no cost. Other check prices vary depending on style of check ordered; (d) Copies of History - $3.00 each; (e) Statement Copies - $2.00 per statement; (f) Overdrafts (Returned Check Solutions, One-time Debit Card transaction) $32.00 per draft; (g) Research Charges - $15.00 for the first hour and $20.00 per hour; (h) Share Transfer for Overdrafts - $2.00 per transfer for all members 19 years of age or older; (i) Stop Payment Order - $32.00 per order; (j) Wire Transfer - $20.00 per Domestic Outgoing, $10.00 per Domestic Incoming, $45.00 per International Outgoing, $10.00 per International Incoming Transfers from shares are limited to six occurrences per month. An occurrence includes all overdraft transfers on any given business day. The following are provided at no cost to members holding this account: check copies on request, notary service, and access to the Performance Money Market Account. **If the balance drops below $1,500.00, a monthly service fee of $7.50 will be charged the following month.**

EXPLORE CHECKING

Fees. The following fees and charges may be assessed against your account:(a) ATM or EFT Over Withdrawal - $32.00 per occurrence; (b) ATM Transaction Fees at Non-MAX ATMs - Denial of Transfer or Withdrawal - $.50 each; Inquiry - $.50 each; Transfer - $ .50 each; Withdrawal-$1.00 each; may be subject to more than one fee per log in; may be subject to non-MAX ATM owner surcharges. MAX will waive a maximum of 5 ATM Network fees charged for withdrawals during the month to this account for students under age 26, upon application to the Credit Union. (c) Check Printing Fee - varies depending on style of check ordered; (d) Copy of Check - $2.00 per check; (e) Copy of History - $3.00 each; (f) MAX Teller Check - $4.00 each; (g) Statement Copies - $2.00 per statement; (h) Monthly Paper Statement Mailed - $3.00 per month; (i) Overdrafts (Returned Check Solutions, One-time Debit Card transaction) - $32.00 per draft , this fee is waived for students under the age of 19; (j) Research Charges - $15.00 for the first hour then $20.00 per hour; (k) Stop Payment Order - $32.00 per order; (l) Wire Transfers - $20.00 per Domestic Outgoing, $10.00 per Domestic Incoming, $45.00 per International Outgoing, $10.00 per International Incoming. No transaction limitations apply to this account. Transfers from shares are limited to six occurrences per month. An occurrence includes all overdraft transfers on any given business day.

ARRIVE CHECKING

Fees. The following fees and charges may be assessed against your account:(a) ATM or EFT Over Withdrawal - $32.00 per occurrence; (b) ATM Transaction Fees at Non-MAX ATMs - Denial of Transfer or Withdrawal - $ .50 each; Inquiry - $ .50 each; Transfer - $ .50 each; Withdrawal - $1.00 each; may be subject to more than one fee per log in; May be subject to Non-MAX ATM owner surcharges. (c) Check Printing Fee - Varies depending on style of check ordered; (d) Copy of Check - $2.00 per check; (e) Copy of History - $3.00 each; (f) MAX Teller Check - $4.00 each; (g) Statement Copies - $2.00 per statement; (h) Overdrafts (Returned Check Solutions, One-time Debit Card transaction) - $32.00 per draft; (i) Research Charges - $15.00 for the first hour then $20.00 per hour; (j) Share Transfer for Overdraft- $2.00 per transfer for all members 19 years of age or older; (k) Stop Payment Order - $32.00 per order; (l) Wire Transfers - Wire Transfer - $20.00 per Domestic Outgoing, $10.00 per Domestic Incoming, $45.00 per International Outgoing, $10.00 per International Incoming. No transaction limitations apply to this account. Transfers from shares are limited to six occurrences per month. An occurrence includes all overdraft transfers on any given business day.

EXPRESS CHECKING

Fees. The following fees and charges may be assessed against your account: (a) ATM or EFT Over Withdrawal - $32.00 per occurrence; (b) ATM Transaction Fees at Non-MAX ATMs - Denial of Transfer or Withdrawal - $.50 each; Inquiry - $.50 each; Transfer - $.50 each; Withdrawal - $1.00 each; may be subject to more than one fee per log in; may be subject to Non-MAX ATM surcharges. MAX will waive a maximum of 3 ATM Network fees charged for withdrawals during the month to this account; (c) Check Printing Fees - Varies depending on style of check ordered; (d) Copy of Check - $2.00 each; (e) Copy of History - $3.00 each; (f) MAX Teller Check - $4.00 each; (g) Statement Copies - $2.00 per statement; (h) Monthly Paper Statement Mailed - $3.00 per month; (i) Overdrafts (Returned Check Solutions, One-time Debit Card transaction) - $32.00 per draft; (j) Research Charges - $15.00 for the first hour, then $20.00 per hour; (k) Share Transfer for Overdrafts - $2.00 per transfer for all members 19 years of age or older; (l) Stop Payment Order - $32.00 per order; (m) Wire Transfer - Wire Transfer - $20.00 per Domestic Outgoing, $10.00 per Domestic Incoming, $45.00 per International Outgoing, $10.00 per International Incoming. No transaction limitations apply to this account. Transfers from shares are limited to six occurrences per month. An occurrence includes all overdraft transfers on any given business day.

GROW CHECKING

Fees. The following fees and charges may be assessed against your account:(a) ATM or EFT Over Withdrawal - $32.00 per occurrence; (b) ATM Transaction Fees at Non-MAX ATM - /Denial of Transfer or Withdrawal - $ .50 each; Inquiry - $ .50 each; Transfer - $ .50 each; Withdrawal - $1.00 each; may be subject to more than one fee per log in; may be subject to Non-MAX ATM owner surcharges. MAX will waive a maximum of 2 ATM Network fees charged for withdrawals during the month to this account. (c) Check Printing Fee - Varies depending on style of check ordered; (d) Copy of Check - $2.00 per check; (e) Copy of History - $3.00 each; (f) MAX Teller Check - $4.00 each; (g) Statement Copies - $2.00 per statement; (h) Monthly Paper Statement Mailed - $3.00 per month; (i) Overdrafts (Returned Check Solutions, One-time Debit Card transaction) - $32.00 per draft; (j) Research Charges - $15.00 for the first hour then $20.00 per hour; (k) Share Transfer for Overdrafts - $2.00 per transfer for all members 19 years of age or older; (l) Stop Payment Order - $32.00 per order; (m) Wire Transfers - $20.00 per Domestic Outgoing, $10.00 per Domestic Incoming, $45.00 per International Outgoing, $10.00 per International Incoming. No transaction limitations apply to this account. Transfers from shares are limited to six occurrences per month. An occurrence includes all overdraft transfers on any given business day. **If the balance drops below $500.00, a monthly service fee of $4.95 will be charged the following month.**

RISE CHECKING

Fees. The following fees and charges may be assessed against your account:(a) ATM or EFT Over Withdrawal - $32.00 per occurrence; (b) ATM Transaction Fees at Non-MAX ATM - Denial of Transfer or Withdrawal - $ .50 each Inquiry - $ .50 each; Transfer $ .50 each; Withdrawal - $1.00 each; may be subject to more than one fee per log in; may be subject to Non-MAX ATM owner surcharges. (c) Copy of History - $3.00 each; (d) MAX Teller Check - $4.00 each; (e) Statement Copies - $2.00 per statement; (f) Monthly Paper Statement Mailed - $3.00 per month; (g) Overdrafts (One-time Debit Card transaction) - $32.00 per draft; (h) Research Charges - $15.00 per hour for the first hour then $20.00 per hour; (i) Share Transfer for Overdrafts - $2.00 per transfer for all members 19 years of age or older; (j) Stop Payment Order - $32.00 per order; (k) Wire Transfers - Wire Transfer - $20.00 per Domestic Outgoing, $10.00 per Domestic Incoming, $45.00 per International Outgoing, $10.00 per International Incoming. No transaction limitations apply to this account. Transfers from shares are limited to six occurrences per month. An occurrence includes all overdraft transfers on any given business day. **Subject to a service fee of $10.00 each month unless you have at least one Direct or Mobile Deposit and complete 10 or more Debit Card purchases per calendar month.**

MAX CREDIT UNION

SCHEDULE OF FEES AND CHARGES

FOR

MONEY MARKET ACCOUNTS

EFFECTIVE MARCH 1, 2025

GENERAL

Fees and charges. The following fees and charges may be assessed against Money Market Accounts. Additional fees and charges may apply to specific accounts and are described in that accounts disclosure. (a.) Statement copies - $2.00 per statement; (b.) Copy of History - $3.00 each.

PERFORMANCE MONEY MARKET ACCOUNT

Fees and charges. The following fees and charges may be assessed against your account: (a.) Statement copies - $2.00 per statement; (b.) Check overdraft - $32.00 per draft; (c.) Copy of check - $2.00 each; (d.) Copy of history - $3.00 each; (e.) Wire transfer - $20.00 per Domestic Outgoing, $10.00 per Domestic Incoming, $45.00 per International Outgoing, $10.00 per International Incoming; (f.) MAX Teller Check - $4.00 each; (g.) Stop Payment Order $32.00 per order.

PRIVATE RESERVE MONEY MARKET ACCOUNT

Fees and charges. The following fees and charges may be assessed against your account: (a.) Statement copies - $2.00 per statement; (b.) Check overdraft - $32.00 per draft; (c.) Copy of check - $2.00 each; (d.) Copy of history - $3.00 each; (e.) Wire Transfer - $20.00 per Domestic Outgoing, $10.00 per Domestic Incoming, $45.00 per International Outgoing, $10.00 per International Incoming; (f.) MAX Teller Check - 4.00 each; (g.) Minimum balance violation - $10.00 per month for each month that account is below $1,000; (h.) Stop Payment Order $32.00 per order.

ELEVATE MONEY MARKET ACCOUNT
Non-Transferable as Defined in 12 CFR Part 204

Fees and charges. The following fees and charges may be assessed against your account: (a.) Statement copies - $2.00 per statement; (b.) Check overdraft - $32.00 per draft; (c.) Copy of check - $2.00 each; (d.) Copy of history - $3.00 each; (e.); Wire Transfer - $20.00 per Domestic Outgoing, $10.00 per Domestic Incoming, $45.00 per International Outgoing, $10.00 per International Incoming (f.) MAX Teller Check - 4.00 each; (g.) Stop Payment Order $32.00 per order.

MAX CREDIT UNION

Account Disclosure for MAX Round Up Debit Card Program

Effective January 1, 2020

When you enroll in the MAX Round Up Debit Card Program, MAX Credit Union will round up the amount of any debit card purchases associated with your MAX checking account to the next whole dollar amount, and transfer the amount in excess of the purchase amount from your checking account to your selected Share, Club or Money Market Account.

The Credit Union will aggregate the rounded up amounts from purchases that post to your checking account each business day and make a single transfer at the end of the business day. If on a business day you do not have sufficient available funds in your checking account, or if any transaction has overdrawn your checking account, we do not round up purchases posted on that business day and we cancel the daily round-up transfer for that day.

If your debit card purchase is subsequently cancelled or reversed, such as a returned purchase, the corresponding daily round-up transfer will remain in the selected Share, Club or Money Market Account. Credit transactions or adjustment transactions will not be rounded up.

The Credit Union reserves the right to cancel or modify the MAX Round Up Debit Card Program at any time.

TERMS AND CONDITIONS
FOR MAX CREDIT UNION REWARDS PROGRAM
Effective April 1, 2022

In this MAX Rewards Program Disclosure, the words "we", "us", "our", and "MAX" each mean MAX Credit Union. The words "you", "your", "yours", and "cardholder" mean each and all of those who apply for, sign, or use a MAX Debit Card and participate in the MAX Rewards Program. The words "MAX Rewards Program" and "MAX Rewards" each mean the dedicated MAX program where you earn Rewards Points on MAX new retail purchases greater than $3.00 "Rewards Points" and "points" shall have the same meaning. "Rewards Account" means an account record we establish to track and provide you with details of your Rewards Points Earnings and Redemptions. By accepting, using, or authorizing use of your MAX account, you accept the terms and conditions. **Rewards Program Enrollment and Rewards Account:** You are automatically enrolled in the MAX Rewards Program when you open a MAX account. **All Debit Cardholders earn 5 Rewards Points for every purchase exceeding $3** in net new retail purchases you make with your MAX Debit Card. **Bonus Points Promotions:** We may from time to time offer bonus points promotions permitting you to earn additional Rewards Points for specific types of transactions or purchases (for example, gas and grocery store purchases). Bonus point promotions may also apply to a specific transaction All bonus point promotions are made available solely at our discretion, are subject to change, and may be terminated by us at any time without notice.

Point Redemption: MAX Rewards Points are redeemable for cash back when points exceed **$5 in value**, as available, accessible through the MAX Online Banking or by calling 334-260-2600 or 800-776-6776 or visiting any branch during normal business hours. Cash back is available only as a deposit to your MAX membership savings account. Rewards Points are redeemable only in whole points. All rewards points redemptions are subject to point availability and all redemptions are final. Rewards Points cannot be used as payment for obligations owed to MAX or its affiliates and cannot be used in conjunction with any other frequency or rewards program. Rewards Points have no cash or other monetary value unless redeemed and are not transferrable except All Rewards are subject to availability. We may at any time amend the types of MAX Rewards available and the level of Rewards Point redemption required to obtain any Reward.

Point Information and updates: Rewards Point information and updates are posted to your account and accessible through the MAX Online Banking (you must be enrolled in MAX Online Banking to access information in this manner) or by contacting MAX during normal business hours.

Point Expiration: Rewards Points earned and not redeemed remain in your Rewards Account for 36 months. Points exceeding 36 months will be considered inactive and will expire and are forfeited. Expired Rewards Points cannot be reinstated or redeemed.

Taxes: You are solely responsible for any tax liability related to participation in the MAX Rewards Program and/or as a result of Rewards Points earned or redeemed. We do not offer tax advice; consult your tax advisor.

Eligibility and Good standing: Only MAX members in good standing are eligible to participate in the MAX Rewards Program. Your MAX membership and accounts (and that of any joint owners on your MAX accounts) must be in good standing and operating within the terms of the applicable agreements with MAX Credit Union in order to earn and redeem Rewards Points. This includes, but is not limited to, the absence of derogatory notes on your share savings, checking, and loan accounts. In addition, your MAX account must be: open (meaning not in dispute, voluntarily closed, canceled or terminated by MAX for any reason); current (meaning there are no past-due balances); not over the credit limit; must not have a revoked or charged-off status; and cannot have any other status preventing authorizations. If you or we close your MAX membership account, terminate your debit card, or terminate your participation in the MAX Rewards Program, all Rewards Points will be forfeited. We reserve the right to disqualify any cardholder from participating in the MAX Rewards Program and to invalidate all Rewards Points, for abuse, fraud, or any violation of the terms and conditions of the MAX Rewards Program. If you have caused MAX Credit Union a loss, you are not eligible to participate in the MAX Rewards Program. You must be an individual and use the account only for personal, family or household expenses. Corporations, partnerships and other entities may not participate. Your account must be open and in good standing to earn reward points. Use of the debit card and other account products constitutes acceptance of these terms and conditions.

MAX Credit Union may change or terminate the Program at our discretion at any time with or without prior notice.

Recipient is solely responsible for any personal tax liability arising out of acceptance of these promotion bonus and incentives. Individuals 13 to 18 years old must have a parent or legal guardian as joint owner on the share savings and checking accounts. This Credit Union is federally insured by the National Credit Union Administration.

MAX CREDIT UNION
AUTOMATIC TELLER AND MAX CHECKCARD CONTRACT
Effective December 10, 2025

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 Membership and 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. If you have elected standard overdraft protection and have opted into the ATM and one-time Debit Card transactions from your share account to pay transactions when there are insufficient available funds in your checking account, the credit union will transfer the funds from your share account to your checking account at the time of authorization, even if the transaction is not presented for payment.

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 RESPONSIBILTY 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 networks 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. SEVERABILTY. 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.

MAX CREDIT UNION
JENNY MAX TELEPHONE TELLER CONTRACT
Effective April 1, 1995

This contract and the Electronic Funds Transfer Act Disclosure that you receive with this contract cover the use of our Jenny MAX Telephone Teller System and your Personal Identification Number (PIN). In this contract and the disclosure the words “you," "your,” and “yours" mean each person who requested access to their account through the Jenny MAX Telephone Teller System (including anyone who signed the agreement card). The words "authorized user" means a person to whom you have given or allowed access to your Personal Identification Number (PIN) Security Code. The words “we," “our," and “us" mean MAX Credit Union, Montgomery, Alabama. The word "PIN" refers to your Personal Identification Number (Security Code).

1. ACCEPTING THIS CONTRACT. You and every authorized user of the Jenny MAX Telephone Teller System and PIN accept this contract by requesting and receiving, accepting, or by using the system or allowing someone else to use it. Each of you is individually and jointly responsible for the use of the system including the use of the system by anyone you allow to use it.

2. JENNY MAX TELEPHONE TELLER SYSTEM. You may use the Jenny MAX Telephone System from most phones to obtain balances on all share, checking and Money Market (MMA) accounts, balances and payoffs on all loan accounts, rates and Annual Percentage Yield (APY) paid on all accounts, rates and criteria for loans and to make loan payments from your share, checking, Private Reserve, Performance MMA, or club accounts, or obtain information on specific check numbers on your Checking account. You may also obtain your Line of Credit balance and available amount. You will also be able to transfer from one deposit account to another and obtain the amount and date of your five most recent deposits in any share, Checking, or MMA account. You may designate accounts of other members to whom you wish to transfer funds from time to time. At any particular time, some of these services may not be available. Certain restrictions not noted herein may be implemented without notice for security reasons.

We may at any time, and from time to time, without notice to you, permit additional types of services or transactions to be performed through use of the Jenny MAX System and PIN, delete types of transactions or services which could theretofore have been performed through the use of the system and change or add to the limitations applicable to any and all types of transactions and/or services. ACCOUNTS REQUIRING DUAL SIGNATURES MAY NOT BE ACCESSED THROUGH THE Jenny MAX Telephone Teller Systems.

3. PROTECTING THE PIN. To make sure that no one else has access to your account or accounts or other services available through the use of the system, you and each authorized user promise (a) not to tell your PIN to anyone; (b) not to write your PIN on anything likely to fall into someone else’s hands; and (c) to keep your PIN in a safe place. You and each authorized user also promise to tell us at once if you or the authorized user believes your PIN has been lost or stolen. 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. The fastest way to notify us is by calling us at the following numbers:

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

or write us at the following address:

MAX Credit Union
P.O. Box 244040
Montgomery, AL 36124-0404

You agree that you shall be liable to us for any and all losses or damages which we may suffer or incur by virtue of your failure to comply with the requirements of this paragraph subject to any limitation of applicable law. You also agree that the use of the system and PIN shall be at your sole risk and you assume any and all risk incident to or arising out of the use or attempted use of the system subject to any limitations of applicable law.

4. YOUR RESPONSIBILITY FOR UNAUTHORIZED TRANSFERS. You agree that you will be responsible and liable for all transactions initiated through the system by anyone unless you have advised us that your PIN has been lost or stolen. Input by phone shall constitute an authorization and direction to us by you to complete a transaction in accordance with the instructions given by phone and we shall be as fully protected in acting on such instructions 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 system. 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 transfers is summarized in our line of credit agreement with you.

5. AVAILABILITY AND OPERATION. Although our Jenny MAX System is generally reliable, it may not operate properly at all times. We, therefore, cannot promise that it will always be available for your use. You and every authorized user promise not to attempt to make a transfer when the system indicates, or other circumstances give you or the authorized user reason to believe, that the system 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 the system 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 the system (including failures which result in inability to complete any transaction), or your failure to follow the instructions which we have provided on the correct operation of the system.

6. DATE FUNDS TRANSFERRED. If the system is used to transfer money from any of your share, checking, money market, or line of credit accounts at MAX, the transfer will be promptly reflected on our records. You agree that all transactions affected through the use of the system are subject to verification by us. All transactions initiated through the use of the system shall be subject to all rules and regulations of MAX and all agreements or contracts between MAX and you which relate to the transactions of the type initiated. Transactions initiated through the use of the system at our election, in any instance, may not be completed by us until the next business day.

7. CREDIT LIMIT. If you have an approved line of credit, we have no obligation to make any advances or transfers that will cause you to exceed your credit limit.

8. 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 the amount involved to any account you can use or have been approved for.

9. DISCLOSURE OF INFORMATION TO THIRD PARTIES. By accepting this contract, you and any authorized user authorize us to disclose to third parties about your account or accounts or the transfers you or any authorized user make through the system. 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. Some private telephone systems, such as those used by a company or military facility, have the capacity to record data initiated at any of the telephones on their systems. Use of Jenny MAX from a telephone may expose the user's privacy to violation. You agree to hold MAX Credit Union harmless for any breach of privacy which occurs as a result of using Jenny MAX from any telephonic device and you agree that the Credit Union will not be liable for any losses or damages which you may suffer or incur by virtue of your use of such devices.

10. REFUSING TRANSFERS. We reserve the right to refuse to make the transfers requested by you or any authorized user.

11. CHANGING THIS AGREEMENT. We can change this agreement at any time by mailing a copy of the changes to the last address we have for you. The changes will be effective on the date we mail them to you; unless we are required by Federal law to give you notice in advance and the changes will indicate to you whether Federal law requires such notice and the length of time required by such advance notice. We can cancel your use of the system or any authorized users use of the system at any time. You may cancel your use of the system or any authorized users use of the system at any time by advising us at the following address:

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

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 system before your notice is received.

12. ACCOUNT RULES AND REGULATIONS. Except as changed by this agreement, all transfers made by use of the system 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 agreements, and our rules and regulations.

13. 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.

14. SEVERABILTY. 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 this agreement.

MAX CREDIT UNION
ARBITRATION AND WAIVER OF CLASS ACTION
You Have The Right To Opt Out
Effective February 10, 2021

Date Provided: 07/02/2026

You and MAX Credit Union (hereafter "We", "Us", "MAX" or the "Credit Union") agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with MAX (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any MAX branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN STATE LEVEL SMALL CLAIMS OR DISTRICT COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS OR DISTRICT COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims or district court. Furthermore, nothing in this Arbitration Agreement shall limit the right of the Credit Union to (a) exercise our rights outside of the court system pursuant to state law, including the right to repossess any collateral (b) to exercise self-help remedies (c) to obtain provisional or ancillary pre -judgment remedies such as pre-judgment seizure of property, injunctive relief, or other pre-judgment equitable relief from a court having jurisdiction.

1. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

2. **Effective Date.** This Arbitration Agreement is effective upon the 31 st day after we provide it to you unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive the Arbitration Agreement by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive the Arbitration Agreement electronically, then it was provided to you when you were sent notice electronically.

3. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if the Credit Union prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or the Credit Union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

4. **Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS CUSTOMER IN A CLASS ACTION LAWSUIT.

5. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

- **Right to Opt-Out.** You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with the Credit Union. To opt out, you must notify MAX in writing of your intent to do so within 30 days of opening your account. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your signed notice of intent to opt out is received by the Credit Union in writing at P.O. Box 244040, Montgomery, Alabama 36124-4040, Attention Compliance, or by email at compliancedept@mymax.com. Your notice of intent to opt out must state "I elect to opt out of the Arbitration Agreement" or any words to that effect.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.