

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