# Disclosures

# **USA Patriot Act**

Important Information about 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 opening an account or adding a signer to an existing account, we will ask for your name, address, date of birth, residence address, mailing address, and an identification number from an un-expired identification card with a photo.
- We will accept a state issued driver's license, a military identification card, a state issued identification card, a passport, or an employer identification card. At least one piece of identification must include a photo.
- We may take additional steps to confirm the identity of new members or persons being added to existing accounts, which may include any or all of the following:
  - ✓ Requesting a credit report
  - ✓ Checking a reference from a previous financial institution
  - ✓ Performing a contact process after account is opened
  - ✓ Confirming employment with employer
- If we cannot confirm your identity using one of the methods described above, we may not open your account, or add a person to your account, and we may block or close your account after it has been opened and follow any other processes as required by law or regulation.

#### **Consent to Receive Credit Union Electronic Disclosures**

Please read this Agreement as required by Federal Law:

#### ELECTRONIC RECORDS DISCLOSURE AGREEMENT

Pursuant to the federal Electronic Signatures in Global and National Commerce (ESIGN) Act, we must obtain your consent prior to delivering legal disclosures to you in an electronic format.

To establish your account online and allow us to provide you with account disclosures and agreements to you in an electronic format your consent is required.

Consent:

You must consent to entering into electronic transactions with us, and receiving any related legal disclosures, agreements and account application.

If you would rather not submit your application online or do not want to receive your account disclosure in electronic format, you should exit this area of our website.

System Requirements to Access the Information:

To receive disclosures electronically, you must use a computer that meets minimum hardware and software requirements:

- You must have a personal computer or other devices, which is capable of accessing the Internet.
- You must have an Internet Connection or some access to a provider.
- You must have a compatible Internet Web browser.
- You must have software which permits you to receive and access PDF files (Portable Document), such as Adobe Acrobat Reader. (Available for downloading at: <a href="https://get.adobe.com/reader/">https://get.adobe.com/reader/</a>). Your access to this page verifies that your system has the necessary software to permit you to receive and access PDF files.
- To retain a copy of the requested file your system must have the ability to either download (e.g., to your hard disk drive or a copy on a storage device) or print PDF files.

#### Macon-Bibb Employees Credit Union

#### Loan Disclosure Statement

TRUTH IN LENDING DISCLOSURE ('e' means an estimate)							
ANNUAL PERCENTAC The cost of Your credit as a	yearly rate.	FINANCE CHARG The dollar amount th credit will cost You.	e The amount of credit provided to You or on Your behalf.	The pai	al of Payments amount You will have d after You have made payments as scheduled.	\$	our purchase on credit is
	%	\$	\$	\$	-	\$	
Your Payment Schedule Will Be: Number of Payments Amount of Payments \$ \$			When Payments Are Du beginning on due		not take into account Your required deposit, if any. <b>Demand:</b> [] This obligation has a demand feature. [] All disclosures are based on an assummaturity of one year.		
Property Insurance: that is acceptable to t Union You will pay \$	You may o the Credit	btain property insu Union. If You get t	rance from anyone You wa he insurance from the Crea	nt dit	Filing Fees \$	Non-Fil \$	ing Insurance
Late Charge: After 10 days late with payment, You will be charged a \$20.00 late fee.							
Security: Collateral s Your shares and divid	securing ot dends and,	her loans with the if any, Your depo	Credit Union may also se sits and interest in the Cre	cur edit	e this Loan. You a Union; and the Pro	re giving a secu operty describe	urity interest in ed below:
Collateral	Property/N	Model/Make Yea	r I.D. Number		Туре	Value \$ \$ \$	Key Number
Other (Describe) Pledge of Shares \$		in Account No	).	6	in A	ccount No.	
Variable Rate:							
See Your contract doo the scheduled date.	cuments fo	r any additional inf	formation about nonpayme	nt,	default, and any red	quired repayme	nt in full before

Credit Union: Macon-Bibb Em	ployees Credit Union	Acct No.	Lo	oan No.			
ITEMIZATION OF THE AMOUNT FINANCED ('e' means an estimate)							
Itemization of Amount Financed of	Amount Given to You Directly	Amount Paic	I on Your Account	Prepaid Finance Charge			
\$	\$	\$		\$			
Amounts Paid to Others on Your Behalf: (If an amount is marked with an asterisk (*) We will be retaining a portion of the amount.)							
\$ T o		\$	ТО				
\$ T o		\$	ТО				
\$ T o		\$	ТО				
\$ T o		\$	ТО				
\$ T o		\$	То				
\$ T o		\$	ТО				
\$ T o		\$	То				
	MILITARY LENDING A	CT DISCLOSU	RES				

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account:The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

A "Covered Borrower" for purposes of this loan means a consumer who, at the time the consumer becomes obligated on this loan, is a covered member or a dependent of a covered member as defined by the Military Lending Act. A Covered Borrower does not mean a consumer who (though a Covered Borrower at the time he or she became obligated on this transaction) no longer is a covered member or a dependent of a covered member as defined by the Military Lending Act.

# Use of Electronic Services

This Electronic Services Agreement ("Agreement") between you and Macon-Bibb Employees Credit Union states the terms and conditions of your use of Macon-Bibb Employees Credit Union's Electronic Services. Electronic Services means any and all of Macon-Bibb Employees Credit Union's computer or telephonic services or systems including, but not limited to, services and information accessible through Macon-Bibb Employees Credit Union's Web Page and any other computer or telephonic information system provided to you by Macon-Bibb Employees Credit Union, whether established by Macon-Bibb Employees Credit Union directly or through other providers. You also agree to abide by any rules, procedures, standards, requirements or conditions established by Macon-Bibb Employees Credit Union regarding use of its Electronic Services or electronic communications facilities that Macon-Bibb Employees Credit Union makes available. In offering its Electronic Services, Macon-Bibb Employees Credit Union is making available to you interactive computer services and/or automated telephonic services or systems that allow you:

- A. to access your accounts with Macon-Bibb Employees Credit Union for the purpose of:
  - i. making inquiries;
  - ii. transferring funds from one account to another; and
  - iii. to make loan payments on your loans with Macon-Bibb Employees Credit Union;
- B. to obtain copies of your account statements.
- C. to apply for a loan.

Lastly, Macon-Bibb Employees Credit Union will provide electronic links to various service providers for your convenience. These services are provided to you via computer or telephonic transmission for use on compatible personal, home or small business computers, including Internet appliances with modems, terminals or network computers that can connect to a telecommunications network. You agree to use Macon-Bibb Employees Credit Union's Electronic Services and any additional services offered by Macon-Bibb Employees Credit Union in the future only in accordance with this Agreement, Macon-Bibb Employees Credit Union may amend or terminate this Agreement upon notice from Macon-Bibb Employees Credit Union. Nothing in this Agreement should be construed as a solicitation or recommendation for you to buy or sell anything.

### Limited Warranty

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

### Limitations of Liability

IN NO EVENT WILL Macon-Bibb Employees Credit Union BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES AND DAMAGES) THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE ELECTRONIC SERVICES, EVEN IF Macon-Bibb Employees Credit Union HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU AGREE THAT THE LIABILITY OF Macon-Bibb Employees Credit Union ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE ELECTRONIC SERVICES WILL NOT EXCEED THE AMOUNT ORIGINALLY PAID FOR THE ELECTRONIC SERVICE. Neither shall Macon-Bibb Employees Credit Union be liable for any loss resulting from a cause over which such entity does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to your computer; problems with intermediate computer or communications networks or facilities; problems with data transmission facilities or your telephone or telephone service; or unauthorized access, theft, operator errors, severe weather, earthquakes or labor disputes. Macon-Bibb Employees Credit Union is not responsible for any damage to your computer, software, modem, telephone, or other property resulting from your use or the Electronic Services.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THESE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## No Legal or Tax Advice

You acknowledge that neither the Electronic Services nor any of the information is intended as tax or legal advice. Although the Electronic Services may provide access to recommendations about how to invest and what to buy, none of these recommendations are developed or endorsed by Macon-Bibb Employees Credit Union. You will be responsible for the confidentiality and use of your access number(s), password(s) and account number(s). You will be responsible for all orders and transactions entered through and under your access number(s), password(s) and account number(s), and any orders so received by Macon-Bibb Employees Credit Union will be deemed to have been received from you. All orders and transactions shall be deemed to be made within a reasonable time after received by Macon-Bibb Employees Credit Union and in the form received. You agree immediately to notify Macon-Bibb Employees Credit Union if you become aware of: a. Any loss or theft of your access number(s), password(s) and account number(s); or b. Any unauthorized use of any of your access number(s), password(s) and account number(s), or of the Electronic Services or any information; or c. Any failure by you to receive a message that an order or transaction initiated by you through the Electronic Services has been received and/or executed through the Electronic Services; or d. Any receipt of confirmation of an order that you did not place, or any similarly inaccurate of conflicting report or information.

### Data Transmission

You acknowledge that data, including e-mail, electronic communications and personal financial data, may be accessed by unauthorized third parties when communicated between you and Macon-Bibb Employees Credit Union and other providers of information through Macon-Bibb Employees Credit Union's Web Page, using the Internet, other network communications facilities, telephone or any other electronic means. You agree to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by Macon-Bibb Employees Credit Union. Until notified otherwise by Macon-Bibb Employees Credit Union, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Macon-Bibb Employees Credit Union and follow Macon-Bibb Employees. You acknowledge that Macon-Bibb Employees Credit Union is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to,

the Internet. Indemnification: You agree to defend, indemnify and hold Macon-Bibb Employees Credit Union harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation to this Agreement, state or federal securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement. Our Ability to Terminate Electronic Services; Macon-Bibb Employees Credit Union reserves the right to terminate your access to the Electronic Services or any portion of them at its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of your access number(s), password(s) and account number(s) and breach of this Agreement. In the event of a termination by Macon-Bibb Employees Credit Union, Macon-Bibb Employees Credit Union will refund the pro rata portion of any fee that may have been paid by you for the portion of the Electronic Services not furnished to you as of the date of such termination.

# **Electronic Communications**

You will not use any electronic communication feature of the Electronic Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening.

### General

You acknowledge that, in providing you with the Electronic Services, Macon-Bibb Employees Credit Union has relied upon your agreement to be bound by the terms of this Agreement and any user or license agreement(s) related to or accompanying Electronic Services-related software. You further acknowledge that you have read, understand and agreed to be bound by the terms of (i) the user license agreement of any Electronic Services-related software, and (ii) any other agreement with Macon-Bibb Employees Credit Union that applies to your account(s), all as currently in effect and amended from time to time. This Agreement shall be governed by the law (but not the choice of law doctrine) of the state of Georgia, regardless of whether you reside or transact business with Macon-Bibb Employees Credit Union in Georgia or elsewhere.

# Modifications

This Agreement may be modified by Macon-Bibb Employees Credit Union upon written notice to you provided, however, that if Macon-Bibb Employees Credit Union sends you written notice, via electronic communication or otherwise, of a modification, you confirm your acceptance of the modification by not closing and/or by continuing to use your account.

#### TRUTH-IN-SAVINGS DISCLOSURE Savings / Transactions Accounts

#### EFFECTIVE DATE: July 31, 2017

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

#### RATE SCHEDULE

	DIVIDENDS				BALANCE REQUIREMENTS				
ACCOUNT TYPE	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	Methou to	ACCOUNT LIMITATIONS
Share Savings	\$100.00 to \$2,499.99 \$2,500.00 or greater	Quarterly	Quarterly	Quarterly (Calendar)	\$15.00		\$100.00	Average Daily Balance	Account withdrawal limitations apply.
Share Wish	\$100.00 to \$2,499.99 \$2,500.00 or greater	Quarterly	Quarterly	Quarterly (Calendar)			\$100.00	Average Daily Balance	Account withdrawal limitations apply.
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 all accounts, the dividend rate and annual percentage yield may change quarterly as determined by the Credit Union's Board of Directors. The dividend rates and annual percentage yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. All accounts are tiered rate accounts. The balance ranges and corresponding dividend rates and annual percentage yields applicable to each tier are disclosed in the Rate Schedule. For tiered accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.
- 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.
- 5. BALANCE INFORMATION To open any account, you must deposit or already have on deposit the minimum required share(s) in a Share Savings account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Share Savings and Share Wish

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 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 Savings accounts, you may make six (6) withdrawal(s) from your account each quarter. If you exceed this limitation, you will be charged a fee as disclosed in the Fee Schedule. For Share Wish accounts, you may make one (1) withdrawal(s) from your account each year. If you exceed this limitation, you will be charged a fee as disclosed in the Fee Schedule.

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

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

Par Value of One Share	\$15.00
Number of Shares Required	1
Membership Fee	\$1.00

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

FEE SCHEDULE					
GENERAL FEES					
Account Activity Printout	\$1.00/Printout				
Account Research	\$5.00/Hour and \$20.00 maximum charge				
Deposit Item Return	\$20.00/ltem				
Dormant Account	\$5.00/Month				
Fax (Outgoing)	\$2.00/Fax				
ACH Stop Payment	\$20.00/Request				
Credit Union Checks (Issued for Bill Payment Purposes)	\$2.00/Check				
New Reloadable Debit Card	\$5.00/Card				
Inactive Account	\$5.00/Month				
Loan Application	\$20.00/Loan Request				
Teller Check Reversal	\$2.00/Reversal				
SPECIFIC ACCOUNT FEES					
Share Savings	\$5.00/Withdrawal, limit of 6				
Excessive Withdrawal	transactional withdrawals per quarte				
Share Wish	\$25.00/Withdrawal, limit of 1				
Excessive Withdrawal	withdrawal per annual period				

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



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