

# Understanding Our Relationship

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## IMPORTANT INFORMATION FOR OUR MEMBERS

**IMPORTANT ACCOUNT OPENING INFORMATION** - Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Florida and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**BYLAWS** - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due

immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### **WITHDRAWALS** -

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item

introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee. Please see the section titled Overdraft Coverage Options for additional information.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including

direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online or by mobile app, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following

information regarding how we process the items that you write. When processing checks drawn on your account, our policy is to pay them according to the check number. We pay the smallest number first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented.

Note that items may not be processed in the order they are received.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION -**

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this agreement "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

**Multiple-Party Account - Tenancy by the Entireties** - The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

**RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to the surviving party or parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS -**

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change our bylaws and any term of this agreement. For such changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also suspend or terminate a service or close this account at any time, including if your membership in the credit union terminates, upon reasonable notice to you and, if we close the account, tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Only a joint tenant that is a member can close an account.

Items presented for payment after the account is closed may be dishonored.

Note: Rules governing changes in dividend (or interest) rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations (including forgeries and counterfeit checks), you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice,

your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only)** - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not

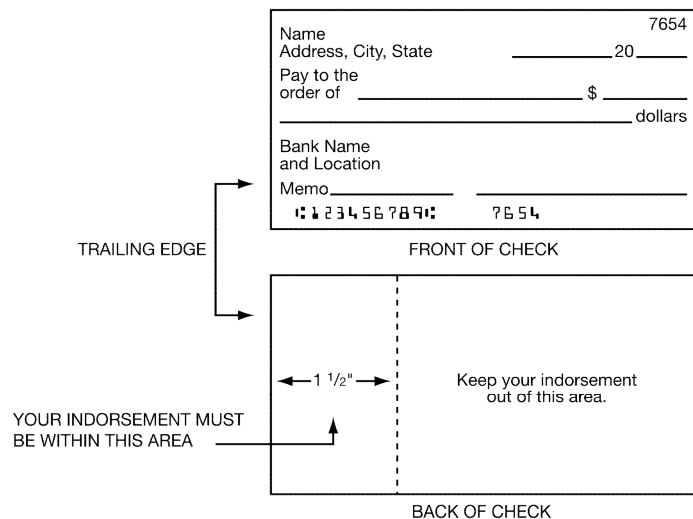
be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators

under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

A writ/garnishment fee will be imposed upon receipt of either writ or garnishment against you or your account. Please refer to our Fee Schedule for current fees.

#### ACCOUNT SECURITY -

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you



agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**NCUA INSURANCE** - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at

www.ncua.gov and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**ESCHEATMENT OF UNCLAIMED PROPERTY** - The Florida Disposition of Unclaimed Property Act requires all financial institutions to report all accounts in which there has been no member contact for five years. We will attempt to contact you as required by Florida regulation. If you do not respond to our notices and we have not been able to contact you, an Escheat (Dormant) Fee is applied to your deposit balance. The current escheat (dormant) fee, which is disclosed on our Fee Schedule, is \$450. If your balance is less than the fee, we take only what is available to close the account with a zero balance. Any remaining funds are forwarded to the State of Florida before April 30<sup>th</sup>. The fee is waived if the primary account holder is under the age of 18.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

**LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**TRANSACTIONS BY MAIL** - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. If you do not provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**CHECK STORAGE AND COPIES** - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

**FOREIGN CHECK COLLECTIONS** - Foreign check(s) sent for collection by Floridacentral Credit Union are subject to the following collection process. Check(s) drawn on financial institutions outside the United States are sent by Floridacentral Credit Union to a third-party processor for collection. Floridacentral Credit Union receives "provisional" credit for these items from the processor less a \$25.00 fee for processing and other fees deducted from the drawee (foreign) institution. The processing collection fees will be deducted prior to the funds being deposited into your account. Our Funds Availability Policy does not apply to any foreign check. This means it is possible that Floridacentral Credit Union receives credit for these check(s) before the collection process is complete. The check is not negotiated for actual payment until it reaches the drawee (foreign) institution. Floridacentral Credit Union is unable to guarantee or estimate the time it will take to collect these funds as we have NO CONTROL over the response time from the foreign financial institution. Floridacentral Credit Union is also unable to guarantee or estimate the time it will take for a foreign item to be returned and charged back to your account. The actual amount of final credit to your account for your foreign check is determined based on the exchange rate provided to Floridacentral Credit Union by a third-party processor. Therefore, the exchange rate used to convert your check to U.S. dollars cannot be guaranteed by us or our third-party processor. The exchange rate used may not be similar to exchange rates published in the newspaper, on the internet, World Market Rates table or any other published source. There is no predetermined or regulated time limit to return items drawn on non-U.S. financial institutions. These items can be returned several months after they are provisionally negotiated. The time it takes for a foreign check to be returned to Floridacentral Credit Union can vary, therefore it may take several months before a foreign check is returned and charged to your account. Floridacentral Credit Union does not assume liability or responsibility for any difference in the exchange rate between the time you received provisional credit and the time the item is returned.

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.



**CALL 24 Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at 1-800-444-1124 or local phone number, if in the Tampa area, at (813) 874-2424 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds between checking and savings
- make payments from checking or savings to loan accounts with us
- get information about:
  - the account balance of checking or savings accounts
  - checks that have cleared the account
  - the last payroll deduction or direct deposit
  - credit card balances as well as other information

All account relationships are allowed unlimited telephone banking calls.

**ATM Transfers - types of transfers, dollar limitations, and charges** - You may access your account(s) by ATM using your ATM card and personal identification number or debit card and personal identification number, to:

- make deposits to checking or savings account(s) at ATMs that we own or operate and most ATMs that belong to the CU 24 Network
- get cash withdrawals from checking or savings account(s)
  - you may withdraw no more than \$210.00 per day in combination with point-of-sale transactions
  - there is a charge per withdrawal at Cirrus and Star machines
- transfer funds from checking to savings
  - there is a charge per transfer at Cirrus and Star machines
- transfer funds from savings to checking
  - there is a charge per transfer at Cirrus and Star machines
- get information about:
  - the account balance of your checking or savings accounts
  - there is a charge per inquiry at Cirrus and Star machines

Please refer to our Fee Schedule for current fees.

Some of these services may not be available at all terminals.

There is no charge for transactions or inquiries on our machines or on some select CU24/CUHERE machines.

Some machines may charge a surcharge in addition to fees disclosed above.

**Types of ATM Card/Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Point-of-Sale Transactions - dollar limitations** - Using your ATM card:

- you may not exceed \$210.00 in transactions per day in combination with ATM transactions

**Types of Debit Card Point-of-Sale Transactions - Debit Card Agreement**

Acceptance, retention or use of the Floridacentral Credit Union debit card by you constitutes an agreement between Floridacentral Credit Union and you as follows:

1. Services: You may use your card in automated teller machines (ATM) as designated by Floridacentral. At the present time, you may use your debit card to:
  - (a) Withdraw cash from your savings or checking accounts.
  - (b) Deposit checks in your savings or checking accounts.
  - (c) Transfer funds between savings and checking accounts.
2. You Agree:
  - (a) To abide by the rules and regulations that may be amended periodically for Floridacentral and participating ATM Networks relating to use of the card and that such amended Rules and Regulations are binding upon you.
  - (b) That Floridacentral and the networks follow all instructions given to the machines. NOTICE REGARDING ATM FEES BY OTHERS: If you use an automated teller machine (ATM) that is not operated by us, you may be charged a fee by the operator/owner of the machine and/or by automated transfer network.
  - (c) That the card is the property of Floridacentral Credit Union and will be delivered to us immediately upon request.

- (d) The use of the card may be terminated at our discretion at any time without notice.
- (e) You may withdraw up to \$1,010.00 from the terminals each day.
- (f) The PIN (Personal Identification Number) issued to you is for your security purposes. The number is confidential and should not be disclosed to third parties or recorded on the card.
- (g) We have the right to refuse issuance of an ATM or debit card to you if you have caused us a monetary loss, whether intended or through fraudulent use of your card.
- (h) We may charge you a deposit adjustment fee if you key an amount other than what is actually deposited to your account. Please refer to our Fee Schedule for current fees.

**Currency Conversion and Cross-Border Transaction Fees.** If you initiate a transaction with your debit card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

When traveling, please contact us in advance so that your account may be noted with the locations you are visiting. This will ensure that your card is not blocked or restricted by our fraud departments. Restrictions to blocked countries may apply to debit and credit cards.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Mastercard Automatic Billing Updater Notice of Right to Opt Out.** Your debit card / credit card will be automatically enrolled in the free Mastercard® Automatic Billing Updater (ABU) service. With ABU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at our Member Services Department at 813-879-3333 or 800-528-3330. You must include your name and last 10 digits of your card number. If you opt out, you may opt back in if you decide you want the Mastercard Automatic Billing Updater service in the future. You may opt in the same way(s) that you can opt out.

Please indicate if you are opting out for debit card, credit card or both debit and credit cards.

**Floridacentral Online Computer Transfers - types of transfers** - You may access your account(s) by computer by logging onto our website at [www.floridacentralcu.com](http://www.floridacentralcu.com) and using your personal user identification and password, to:

- transfer funds from checking and/or savings to checking and/or savings
- make payments from checking and/or savings to loan accounts with us
- make payments from checking to third parties with Bill Pay service
  - see separate fee schedule for applicable charges

- get information about:
  - the account balance of deposit, loan and/or credit accounts

#### FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (813) 879-3333 or (800) 444-1124 to find out whether or not the deposit has been made.
- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts unless there is no account activity in a particular month. In any case, you will get a statement at least quarterly.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you a fee for each stop-payment order you give. Please refer to our Fee Schedule for current fees.

- **Notice of varying amounts.** If these regular payments may vary in amount, the company you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. 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 you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error, and if possible, the date it first appeared on your statement.
- (4) Tell us your telephone number where you can be reached during business hours in case we need further information.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

Floridacentral  
ACCOUNTING DEPARTMENT  
P.O. BOX 18605  
TAMPA, FLORIDA 33679  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: (813) 879-3333  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## **YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to "transaction" accounts, but not to savings or share savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Savings accounts and share savings accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$225 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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 5:00 p.m. Monday - Thursday and 6:00 p.m. on Friday 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 5:00 p.m. Monday - Thursday and 6:00 p.m. on Friday or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at a Floridacentral owned (proprietary) ATM before 3:00 p.m. 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 at a Floridacentral owned (proprietary) ATM after 3:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The first \$225 from deposits made at an ATM not owned by Floridacentral Credit Union (non-proprietary) will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

If you make a deposit through Remote or Mobile Deposit before 4:00 p.m. 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 through Remote or Mobile Deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Same-Day Availability:** Funds from the following deposits are available on the same business day that we receive your deposit:

- Posted Electronic ACH/Direct Deposits/Wire Transfers

If you make the deposit in person to one of our employees funds from the following types of deposits are also available on the same business day we receive your deposit:

- U.S. Treasury checks that are payable to you
- Travelers Checks that are payable to you
- Checks drawn on Floridacentral Credit Union
- Cash

**Next-Day Availability:** Funds from the following deposits are typically available on the first business day after the day of your deposit unless we determine a longer hold is necessary:

- U.S. Postal Service money order that is payable to you
- Federal Reserve Bank and Federal Home Loan Bank checks that are payable to you
- State or local government checks that are payable to you
- Cashier, certified or teller checks that are payable to you

If you mail your deposit in, we will notify you if we decide to make an exception to the general policy and place a longer hold on your deposit.

#### **Other Check Deposits Subject to Second-Day Availability**

The first \$225 from a deposit of other checks including those deposited through Remote or Mobile Deposit, or any deposit made at a non-proprietary ATM (not owned by Floridacentral Credit Union), will be available on the first business day after the day of your deposit. The

remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

If we cash a check for you that is drawn on another bank, 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.

If we accept for deposit a check that is drawn on another bank, 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.

#### **LONGER DELAYS MAY APPLY**

Funds you deposit by check 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 \$5,525 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. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

#### **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 \$5,525 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 first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 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 \$5,525 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 ninth business day after the day of your deposit.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

As our member we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

#### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted

to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Floridacentral Credit Union  
P.O. Box 18605  
Tampa, FL 33679

You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

## **TRUTH-IN-SAVINGS DISCLOSURE**

### **VALUE RELATIONSHIP (NON-CHECKING) ACCOUNT REGULAR SHARE SAVINGS ACCOUNT**

#### **Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Limitations on Rate Changes:** There are no maximum or minimum dividend rate limits for this account.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

If you close your account before dividends are paid, you may receive the accrued dividends.

#### **Minimum balance requirements:**

The minimum balance required to open this account is \$5.00.

You must maintain a combined deposit and/or loan (includes credit card balances but excludes first mortgages) minimum balance of \$500 on the last day of the month to avoid a below minimum balance fee.

Minimum balance requirements waived for the first 90 days for new members and members under age 21.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Transaction limitations:**

The minimum withdrawal mailed to member by check we allow is \$25.00 per call.

Your savings account has unlimited withdrawals or transfers at a branch, an ATM, or via online banking or mobile banking. However, withdrawals from your savings account when automatically transferred as overdraft protection for a checking account or preauthorized electronic debits (debit card, ACH, and transfers from savings or special savings account to checking using CALL24, by phone or preauthorized automated transfers) are limited to six per calendar month. Limited transactions after six may incur an excessive withdrawal fee or possibly be denied and/or returned unpaid.

Funds over \$5.00 can be used as overdraft protection for Share Draft (Checking) account.

**Par value of a share:**

The par value of a share in this account is \$5.00.

**Fees and charges:**

Please refer to our Fee Schedule for current fees.

**CHECKING ACCOUNT RELATIONSHIPS**

**Checking Accounts**

An initial deposit of \$25.00 is required to open any checking account. This is not a minimum balance requirement. Three (3) checking packages are offered: Ultimate, Kasasa Cash and urTunes. Members may have only one Rewards Checking account in which they are the primary account holder.

**ULTIMATE CHECKING ACCOUNT**

This disclosure contains the rules that govern your account as of April 30, 2020.

The ULTIMATE checking account is a variable rate rewards checking account that earns a high dividend rate on deposits and refunds the fees for using another bank's ATM terminals nationwide if you meet a few simple qualifications.

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Limitations on Rate Changes** - There are no maximum or minimum dividend rate limits for this account.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

If you close your account before dividends are paid, you may receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$25.00.

You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

There is no minimum daily balance.

**Balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Transaction limitations:**

The minimum withdrawal mailed to member by check we allow is \$25.00 per call.

**Fees and charges:**

Please refer to our Fee Schedule for current fees:

Overdraft privilege is available on the Ultimate Checking.

This VARIABLE RATE REWARDS account pays high dividends based on the following qualifications:

Eligibility Requirements per qualification cycle:

To qualify for the Ultimate Checking with qualified loan Rate (**SEE RATE SHEET FOR CURRENT RATES, ANNUAL PERCENTAGE YIELDS AND BALANCE TIERS**)

You MUST:

- Make 12 debit card purchases during the qualification cycle. (Charges must post to your account as of the qualification cycle)
- Enroll and maintain enrollment for electronic statements delivery. (Enrollment is set up through home banking)
- Have at least one Direct Deposit or ACH Automatic Debit during the qualification cycle.
- Have combined loan balances of \$10,000.00 or more, excluding credit cards and secondary market mortgages, each qualification cycle.

To qualify for the Ultimate Checking without qualified loan Rate (**SEE RATE SHEET FOR CURRENT RATES, ANNUAL PERCENTAGE YIELDS AND BALANCE TIERS**)

You MUST:

- Make 12 debit card purchases during the qualification cycle. (Charges must post to your account as of the qualification cycle)
- Enroll and maintain enrollment for electronic statements delivery. (Enrollment is set up through home banking)
- Have at least one Direct Deposit or ACH Automatic Debit during the qualification cycle.

When the Ultimate checking qualifications ARE met, the dividends rate on your account and corresponding annual percentage yield (APY) are disclosed on our current rate sheet. In addition, domestic ATM fees incurred during qualification cycle will be reimbursed and credited to account on the last day of the monthly statement cycle. ATM Receipts must be presented for reimbursement of an individual ATM fee of \$5.00 or higher.

When the Ultimate checking qualifications are NOT met for either dividend rate category, the dividends on your account and corresponding annual percentage yield (APY) for all balances is as follows:

Dividend Rate: .01% .01% APY\*.

\*APY = Annual Percentage Yield.

If qualifications are not met you have an opportunity to earn the higher yields on the next monthly qualification cycle.

Qualifying transactions must post to and settle to the account during monthly qualification cycle. Transactions may take one or more banking days from the date transaction was made to post and settle to an account.

ATM-processed transactions and transfers between accounts are not qualifying transactions.

**Monthly Qualification Cycle** means a period beginning one day prior to the first day of the current statement cycle through one day prior to the close of the current statement cycle. Fees may reduce earnings.

**Purpose of Account/Expectation of Use:** The Credit Union's purpose in offering Ultimate checking accounts is to provide our account holders with the best demand deposits in the market. As such, we expect our account holders to use their Ultimate checking account as their primary checking account where transactions are to be conducted through the use of a debit card.

**A primary checking account** is regarded as one in which day to day spending and payroll deduction transactions are posted. This primary checking is to function as a "main account" and include most of a member's daily spending transactions. It would be expected that those would include, but not be limited to grocery, gasoline, and clothing, as well as daily shopping and dining transactions.

**While a portion of day to day debit card transactions** may be small (less than \$10.00), most transactions are expected to be greater than \$15.00 each due to the described nature of a primary checking account. Furthermore, numerous, small debit card transactions to the same merchant on the same day for individual amounts less than \$10.00 are not considered normal, day to day spending habits. For example, five debit card transactions, each for a dollar, conducted at a convenience store, two

days before the end of the cycle period would not be considered by the credit union as normal, day-to-day spending behavior. Small transactions of this kind that appear to serve solely to meet the minimal required POS transactions for a monthly qualifying cycle go against the intended use of the Ultimate Checking account.

Floridacentral Credit Union reserves the right to determine if an Ultimate checking account is being maintained for a function other than day-to-day, primary use. Members whose transactions are small, at one merchant and/or only meet the minimum number of POS transactions will be further encouraged to use their account in the primary manner described. Members who persist in making debit card transactions in a calculated and limited fashion in order to meet monthly qualification requirements may have their accounts closed by the credit union.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us, including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. An Official Check for the remaining balance, if applicable, will be mailed to the account holder at the address indicated on our current records. Upon termination of your Ultimate account, any optional add-on products/services associated with these accounts will also be terminated at the same time.

#### **KASASA CASH®**

This disclosure contains the rules that govern your account as of December 31, 2016.

The **KASASA CASH®** checking account is a variable rate rewards checking account that earns a high dividend rate on deposits and refunds the fees for using another bank's ATM terminals nationwide if you meet a few simple qualifications.

##### **Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Limitations on Rate Changes** - There are no maximum or minimum dividend rate limits for this account.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

If you close your account before dividends are paid, you may receive the accrued dividends.

##### **Minimum balance requirements:**

The minimum balance required to open this account is \$25.00.

You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

There is no minimum daily balance.

**Balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

##### **Transaction limitations:**

The minimum withdrawal mailed to member by check we allow is \$25.00 per call.

##### **Fees and charges:**

Please refer to our Fee Schedule for current fees:

Overdraft privilege is available on the **KASASA CASH®** checking account. This **VARIABLE RATE REWARDS** account pays high dividends based on the following qualifications:

Eligibility Requirements per qualification cycle:

To qualify for the **KASASA CASH®** checking account rate (**SEE RATE SHEET FOR CURRENT RATES, ANNUAL PERCENTAGE YIELDS AND BALANCE TIERS**)

##### **You MUST:**

- Make 12 debit card purchases during the qualification cycle. (Charges must post to your account as of the qualification cycle)
- Enroll and maintain enrollment for electronic statements delivery. (Enrollment is set up through home banking)
- Have at least one Direct Deposit or ACH Automatic Debit during the qualification cycle.

When the Kasasa Cash® Checking qualifications ARE met, the dividends on your account and corresponding annual percentage yield (APY) for all balances are disclosed on our current rate sheet. Dividends will post to your Kasasa Cash® account on the last day of the statement cycle. In addition, domestic ATM fees incurred during the qualification cycle will be reimbursed and credited to the account on the last day of the monthly statement cycle. ATM Receipts must be presented for reimbursement of an individual ATM fee of \$5.00 or higher.

When the Kasasa Cash® checking qualifications are NOT met, the dividend rate on your account and corresponding annual percentage yield (APY) is as follows:

Dividend Rate: .01% .01% APY\*.

\*APY = Annual Percentage Yield.

**Purpose of Account/Expectation of Use:** The Credit Union's purpose in offering Kasasa Cash® is to provide our account holders with the best demand deposits in the market. As such, we expect our account holders to use their Kasasa Cash® account as their primary checking account where transactions are to be conducted through the use of a debit card.

**A primary checking account** is regarded as one in which day-to-day spending and payroll deduction transactions are posted. This primary checking account is to function as a "main account" and include most of a member's daily spending transactions. It would be expected that those would include, but not be limited to grocery, gasoline, and clothing, as well as daily shopping and dining transactions.

**While a portion of day to day debit card transactions** may be small (less than \$10.00), most transactions are expected to be greater than \$15.00 each due to the described nature of a primary checking account.

Furthermore, numerous, small debit card transactions to the same merchant on the same day for individual amounts less than \$10.00 are not considered normal, day to day spending habits. For example, five debit card transactions, each for a dollar, conducted at a convenience store, two days before the end of the cycle period would not be considered by the credit union as normal, day-to-day spending behavior. Small transactions of this kind that appear to serve solely to meet the minimal required POS transactions for a monthly qualifying cycle go against the intended use of the Kasasa Cash® account.

Floridacentral Credit Union reserves the right to determine if a Kasasa Cash® checking account is being maintained for a function other than day to day, primary use. Members whose transactions are small, at one merchant and/or only meet the minimum number of POS transactions will be further encouraged to use their account in the primary manner described. Members who persist in making debit card transactions in a calculated and limited fashion in order to meet monthly qualification requirements may have their accounts closed by the credit union. The linked Kasasa Saver® account will be closed if the Kasasa Cash® account is closed.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us, including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. An Official Check for the remaining balance, if applicable, will be mailed to the account holder at the address indicated on our current records. Upon termination of your Kasasa Cash® or Kasasa Saver® account, any optional add-on products/services associated with these accounts will also be terminated at the same time.

Kasasa Cash® is a registered trademark of Kasasa, LTD., registered in the U.S.A.

#### **KASASA SAVER®**

**KASASA SAVER®** account is a free variable rate savings account available only as an add-on to the Kasasa Cash® Checking Account. (You cannot have a Kasasa Saver® without a Kasasa Cash® Checking Account).

When your Kasasa Cash® Checking Account is linked to a Kasasa Saver® the following will occur if you qualify in Kasasa Cash® Checking Account:

- a. ATM refunds for the Kasasa Cash® Checking Account will post directly to Kasasa Saver®. ATM receipts must be presented for reimbursement of an individual ATM fee of \$5.00 or higher.
- b. Dividends will post to your Kasasa Cash® Checking Account and then automatically transfer to your Kasasa Saver® account.
- c. The dividends earned on the Kasasa Cash® Checking Account will not compound at the Kasasa Cash® Checking Account dividend rate when automatically transferred to the Kasasa Saver® account.

If you qualify in Kasasa Cash® Checking Account, the Kasasa Saver® earns great rewards:

The variable dividend rate on the Kasasa Saver® account and corresponding annual percentage yield (APY) for all balances are disclosed on our current rate sheet.

When you do NOT qualify in Kasasa Cash® Checking Account, the interest on your Kasasa Saver® account and corresponding annual percentage yield (APY) is as follows:

Dividend Rate: .01% .01% APY\*

\*APY = Annual Percentage Yield.

If requirements are not met you have an opportunity to earn the higher yields on the next monthly qualification cycle.

#### **Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Limitations on Rate Changes** - There are no maximum or minimum dividend rate limits for this account.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

If you close your account before dividends are paid, you may receive the accrued dividends.

#### **Minimum balance requirements:**

The minimum balance required to open this account is \$5.00.

You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

There is no minimum daily balance.

**Balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

#### **Transaction limitations:**

The minimum withdrawal mailed to member by check we allow is \$25.00 per call.

#### **Fees and charges:**

Please refer to our Fee Schedule for current fees:

The Kasasa Saver® may be linked as an overdraft protection source on the **KASASA CASH®** checking account.

#### **urTunes CHECKING ACCOUNT**

This disclosure contains the rules that govern your account as of October 1, 2013.

The urTunes checking account is an account that rewards you with free iTunes® and refunds the fees for using another bank's ATM terminals nationwide if you meet a few simple qualifications.

**Rate Information:** Does not apply.

**Limitations on Rate Changes** - Does not apply.

**Compounding and crediting** - Does not apply.

**Dividend period** - Does not apply.

#### **Minimum balance requirements:**

The minimum balance required to open this account is \$25.00.

There is no minimum daily balance.

**Balance computation method** - Does not apply.

**Accrual of dividends on noncash deposits:** Does not apply.

**Transaction limitations:** The minimum withdrawal mailed to member by check we allow is \$25.00 per call.

#### **Eligibility Requirements per qualification cycle:**

- a. Make 12 debit card purchases during the qualification cycle. (Charges must post to your account as of the qualification cycle)
- b. Register for home banking
- c. Enroll and maintain enrollment for electronic statements delivery. (Enrollment is set up through home banking)

When urTunes qualifications are met, you will be refunded up to \$10 for iTunes® and/or Amazon.com® purchases that post and settle to your account during the first 45 days after you open your account. Thereafter, for each qualification cycle, you can earn up to \$5 in refunds for iTunes® and/or Amazon.com® purchases if qualifications are met during the previous monthly qualification cycle. Purchases must be made with the debit card associated with your urTunes Checking account. Refunds will be credited to the account on the last day of the monthly statement cycle in which refundable purchases were made. In addition, domestic ATM fees incurred during the qualification cycle will be reimbursed and credited to the account on the last day of the monthly statement cycle. ATM receipts must be presented for reimbursement of an individual ATM fee of \$5.00 or higher.

Qualifying transactions must post and settle to the account during the monthly qualification cycle. Transactions may take one or more banking days from the date the transaction was made to post and settle to your account.

Rewards are forfeited if you close your account before rewards are paid.

#### **Fees and charges:**

Please refer to our Fee Schedule for current fees:

Overdraft privilege is available on urTunes Checking.

iTunes® is a registered trademark of Apple, Inc. and Amazon.com® is a registered trademark of Amazon, Inc. Apple, Inc. and Amazon, Inc. are not participants or sponsors of this program.

#### **CHECKING ACCOUNT AGREEMENT**

Upon the initial deposit in a share draft account for you to be known as a Checking account, the credit union is authorized to pay checks signed by you or any of you, if joint, and to charge payments against the Checking account.

It is agreed that:

- a. Only checks and other methods approved by the credit union may be used to withdraw funds from this checking account.
- b. The credit union is under no obligation to pay a check which exceeds the balance in the checking account or a check on which the date is more than six months old.
- c. Except for negligence the credit union is not liable for any action it takes regarding the payment or nonpayment of a check.
- d. The checking account shall be subject to service charges in accordance with the fee schedules as adopted by the credit union from time to time.
- e. The use of the share draft account is subject to such other terms, conditions, and requirements as the credit union may establish from time to time.
- f. The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items you write. When processing items drawn on your account, our general policy is to post paper checks nightly in sequential check serial number. The order in which items are paid is important if there is not enough money in your account to pay all of the items presented. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item unpaid. The amounts for Paid NSF Fees and NSF (returned item) fees are disclosed on the separate fee schedule.

We encourage you to keep careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.



## OVERDRAFT COVERAGE OPTIONS: OVERDRAFT PRIVILEGE AND OVERDRAFT PROTECTION

Life happens! Floridacentral Credit Union understands that unexpected overdrafts occur from time to time - Overdraft Coverage can help.

### Overdraft Coverage Options

The choice is yours. Consider these ways to cover overdrafts:

Services	Cost
Overdraft Protection Link to Another Deposit Account you have at floridacentral Credit Union <sup>1</sup>	\$5 fee per transfer
Overdraft Protection Line of Credit <sup>1,2</sup>	Subject to interest
Overdraft Privilege	\$35 Paid NSF Fee per item. Daily fees may apply.

<sup>1</sup>Call us at (813) 879-3333 or (800) 528-3330, or come by a branch to sign up or apply for these services; <sup>2</sup>Subject to credit approval, and not currently offered on business accounts.

**Overdraft Protection** services apply to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account, or line of credit you may have at Floridacentral Credit Union for a finance charge. Please note that overdraft lines of credit are subject to credit approval.

**Overdraft Privilege** allows you to overdraw your account up to the disclosed limit for a fee in order to pay a transaction. Even if you have overdraft protection, Overdraft Privilege is still available as secondary coverage if the other protection source is exhausted. Please review **"What Else You Should Know"** in this section for other important information.

Transactions Covered with Overdraft Privilege	Standard Coverage (No action required)	Extended Coverage (Your consent required on consumer accounts) *
Checks	X	X
ACH - Automatic Debits	X	X
Recurring Debit Card Payments	X	X
Online Bill Pay Items	X	X
Internet Banking Transfers	X	X
Telephone Banking	X	X
Teller Window Transactions	X	X
ATM Withdrawals		X*
Everyday Debit Card Transactions		X*
<b>If you would like to select Extended Coverage for future transactions:</b> <ul style="list-style-type: none"> <li>e-mail us at <a href="mailto:odp@floridacentralcu.com">odp@floridacentralcu.com</a></li> <li>call us at (813) 879-3333 or (800) 528-3330</li> <li>visit any branch</li> </ul>		

\*If you choose Extended Coverage on your consumer account, **ATM withdrawals and everyday debit card transactions** will be included with the transactions listed under Standard Coverage. If you already have Extended Overdraft Privilege coverage, it is not necessary to request it again. Business accounts automatically have Extended Coverage.

You can discontinue the Overdraft Privilege in its entirety by sending us an e-mail at [odp@floridacentralcu.com](mailto:odp@floridacentralcu.com) or contacting us at (813) 879-3333 or (800) 528-3330.

### What Else You Should Know

- A link to another account or a line of credit may be a less expensive option than an overdraft. A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts. Good account management is the best way to avoid overdrafts. Use our mobile banking, internet banking, and telephone banking services to keep track of your balance. For additional financial education resources, please visit [www.mymoney.gov](http://www.mymoney.gov).

- The \$35 Paid NSF Fee charged if you overdraw your account is the same amount charged if an item is returned as unpaid. If multiple items overdraw your account on the same day, each item will be assessed an appropriate Paid NSF Fee or a NSF Fee of \$35. All fees and charges will be included as part of the Overdraft Privilege limit. Your account may become overdrawn more than the Overdraft Privilege limit because of a fee.
- If an item is returned because the available balance in your account is not sufficient to cover the item, we will charge an NSF Fee each time the item is presented against non-sufficient funds. If, on re-presentment, the available balance in your account is sufficient to cover the item, we may pay it. However, a Paid NSF Fee will be charged if overdraft privilege is used.
- There is no limit, per day, on the total NSF or Paid NSF Fees we will charge you for overdrawing your account.
- This describes the posting order for purposes of determining overdrafts. Our general policy is to post items throughout the day and to post credits before debits. ATM and debit card transaction items post throughout the day in the order in which the items are received. ACH items are posted by batch in the order in which the items are received. Paper checks are posted nightly in check number order. We pay the smallest check number first. However, because of the many ways we allow you to access your account, the posting order of individual items may differ from these general policies. Holds on funds (described herein) and the order in which transactions are posted may impact the total amount of Paid NSF Fees or NSF Fees assessed.
- Although under payment system rules, Floridacentral Credit Union may be obligated to pay some unauthorized debit card transactions, we will not authorize debit card or ATM transactions unless there are available funds (including Overdraft Coverage Options) to cover the transactions and any fee(s).
- Giving us consent to pay every day debit card and ATM overdrafts on your consumer account (Extended Coverage) may result in Paid NSF Fees for transactions that we would otherwise be required to pay without assessing a Paid NSF Fee. If you consent to Extended Coverage on your consumer account, it will remain on your account until you otherwise withdraw it.
- Floridacentral Credit Union authorizes and pays transactions using the available balance in your account. We may place a hold on deposited funds in accordance with our Deposit Account Agreement and Disclosure, "Understanding Our Relationship," which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds and any debit card holds, plus the amount of the Overdraft Privilege limit and any available Overdraft Protection. The available balance for ATM and everyday debit card transactions on accounts with Standard Coverage is the ledger balance, less any holds on deposited funds and any debit card holds, plus any available Overdraft Protection, but does NOT include the Overdraft Privilege Limit. For accounts with Extended Coverage, the Overdraft Privilege Limit is included in the available balance for authorizing ATM and everyday debit card transactions.
- Please be aware that the Overdraft Privilege limit is not included in your available balance provided through online banking, mobile banking or Floridacentral Credit Union's ATMs.
- Floridacentral Credit Union will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, Paid NSF Fee may be assessed.
- Except as described herein, we will not pay items if your account does not contain available funds (including the Overdraft Privilege limit) to cover the item(s) and the amount of any fee(s).
- Floridacentral Credit Union may suspend your debit card if you incur overdrafts in excess of the available balance in your account, including any Overdraft Privilege limit (as described herein). Debit cards on your account will remain suspended until you make sufficient deposits so

that your available balance, taking into account any Overdraft Privilege limit, is positive.

- We may suspend or close your debit card if your account is overdrawn more than thirty-two (32) consecutive calendar days. Suspended debit cards will remain so until your account balance becomes positive. Closed debit cards will remain closed. A new card must be requested should your account balance become positive.
- Floridacentral Credit Union may also suspend your debit card if we are unable to contact you due to an incorrect mailing address or phone number(s). You must contact us with your correct mailing address and/or phone number(s) to have your debit card reinstated.
- If your debit card is suspended, you will be unable to use your debit card for purchases or to access your account at the ATM. If you use your debit card for recurring payments, e.g., utilities, you are responsible to make other arrangements for your recurring debit payment(s).
- An Overdraft Privilege limit of \$500/\$900 will be granted to eligible consumer checking accounts opened at least 60 days in good standing.
- An Overdraft Privilege limit of \$500 will be granted to eligible business checking accounts opened at least 60 days in good standing.
- Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice.
- Overdraft Privilege may be reduced or temporarily suspended if you default on any loan or other obligation to us, your account becomes subject to any legal or administrative order or levy, or if you fail to maintain your account in good standing by not bringing your account to a positive balance within thirty-two (32) days for a minimum of one business day. You must bring your account balance positive for at least one business day to have Overdraft Privilege reinstated.
- Depositor and each authorized signatory will continue to be liable, jointly and severally, for all overdraft and fee amounts, as described in the Deposit Account Agreement and Disclosure. The total (negative) balance, including all fees and charges, is due and payable upon demand.

If you have any questions about Overdraft Protection or Overdraft Privilege, please call us at (813) 879-3333 or (800) 528-3330 or visit a branch.

### **MONEY MARKET ACCOUNT**

#### **Rate Information:**

Our Money Market accounts consist of five dividend tiers. Dividends are earned based on the following balance tiers: \$2,500 to \$24,999.99; \$25,000 to \$49,999.99; \$50,000 to \$99,999.99; \$100,000 to \$249,999.99; \$250,000 and higher.

The dividend rate and annual percentage yield may change every month. The dividend rate for your account is based on 3-Month Treasury Bill minus a margin of 2.5%, but no lower than 20 basis points above the Regular Savings rate.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

If you close your account before dividends are credited, you may receive the accrued dividends.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

#### **Minimum balance requirements:**

The minimum balance required to open this account is \$2,500.00.

You must maintain a minimum daily balance of \$2,500.00 in your account to avoid a monthly below minimum balance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a below minimum balance fee at the end of the month.

You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

#### **Transaction limitations:**

Minimum withdrawal or transfer amount is \$100.00.

Minimum draft amount is \$100.00.

Maximum number of drafts per month is three (3).

#### **Fees and charges:**

Please refer to our Fee Schedule for current fees.

**Excessive Drafts:** An excessive check fee will be charged for each check in excess of three during a month.

**Minimum Draft Amount:** A fee will be charged any time a draft clears that is less than \$100.00.

Overdraft Privilege is not available on this account. The money market account may not be used as an overdraft protection source on any checking account.

### **CHRISTMAS CLUB ACCOUNT**

#### **Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Limitations on Rate Changes** - There are no maximum or minimum dividend rate limits for this account.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

#### **Minimum balance requirements:**

The minimum balance required to open this account is \$5.00.

You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

**Balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

#### **Transaction limitations:**

You may not make withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

If any withdrawal is made from this account before the end of the club term, then this account will be closed. Christmas Club account balances are transferred to the Regular Share account on every first day of November.

Overdraft privilege is not available on the Christmas Club account. The Christmas Club account may not be used as an overdraft protection source on any checking account.

**Automatically renewable account** - This account will automatically renew every November 1. You may prevent renewal if you close the account or if we receive written notice from you. If you prevent renewal, subsequent deposits may be returned or be placed in a dividend-bearing account unless otherwise instructed.

#### **Fees and charges:**

Please refer to our Fee Schedule for current fees:

### **IRA SHARE ACCOUNT**

#### **Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Limitations on Rate Changes** - There are no maximum or minimum dividend rate limits for this account.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

No minimum balance requirements apply to this account.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

**Fees and charges:**

Please refer to our Fee Schedule for current fees.

**CERTIFICATE OF DEPOSIT**

**Rate Information** - You will be paid the rate disclosed on your certificate until first maturity.

**Compounding frequency** - Unless otherwise paid, interest will be compounded every month.

**Crediting frequency** - Interest will be credited to your account every month. Alternatively, you may choose to have interest paid to you or to another account every month rather than credited to this account.

**Minimum balance requirements:**

The minimum balance required to open this account is \$500.00.

You must maintain a minimum daily balance of \$500.00 in your account each day to obtain the disclosed annual percentage yield.

On occasion we may offer promotional certificates. Promotional certificates are special certificates with terms and rates that we may offer for a limited time. Minimum deposit requirements and early withdrawal penalties may differ from our regularly offered certificates and will be disclosed at the time of offering.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Transaction limitations:**

After the account is opened, you may not make deposits into the account until the maturity date stated on the account.

You may not make full or partial withdrawals of principal from your account before maturity.

You may only withdraw dividends credited in the term before maturity of that term without penalty. You may withdraw dividends anytime after credited to your account.

**Time requirements** - Your account will mature as stated on your certificate at time of account opening.

**Early withdrawal penalties:** An early withdrawal penalty may be imposed for withdrawals before maturity. If dividends are transferred to another account, or paid by check monthly, an early withdrawal penalty may result in a reduction of principal. The early withdrawal penalty is based on the original date the certificate of deposit was opened or renewed.

The penalty we may impose is as follows:

Certificate Term	Penalty
6 - 12 Months	90 days of dividends
13 - 60 Months	180 days of dividends

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you within the grace period mentioned below. If you prevent renewal, your deposit will be placed in a dividend-bearing account.

Each renewal term will be the same as the original term, beginning on the maturity date. The renewal interest rate will be determined on the date of maturity, and will reflect current dividend rates offered on new time deposit accounts with like terms and minimum balance requirements, if any, of the original time deposit account. You may call us on the renewal date, and we can tell you what the interest rate will be for the next renewal. Promotional CD Terms: If the term is no longer available, the CD will renew to the shortest standard term closest to but not exceeding the original term, excluding any promotional terms that may be available at such time.

You will have a grace period of 15 calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**COMMON FEATURES**

**Bylaw requirements:**

You must complete payment of one share in your Regular Share Savings account as a condition of admission to membership. If the balance in your Regular Share Savings account falls below the par value of one share, and you do not increase the balance to at least the par value of one share within **90 days** of the reduction, you may be terminated from membership at the end of the 90 days.

**Transaction limitation** - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D.

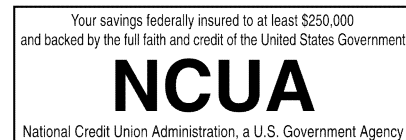
**Nature of dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**National Credit Union Share Insurance Fund** - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**Overdraft Fee Transaction Categories** - The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.



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