

# FLORIDA CREDIT UNION

## MEMBERSHIP AGREEMENT

- INTRODUCTION
- MEMBERSHIP AND ACCOUNT AGREEMENT
- ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE - REG E
- FUNDS AVAILABILITY POLICY
- TRUTH-IN-SAVINGS DISCLOSURES
- MOBILE DEPOSIT TERMS AND CONDITIONS

**Notice to Members: The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions.**

**BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH HEREIN).**

**PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE PAGE 13 OF THE ACCOUNT AGREEMENT SECTION FOR COMPLETE DETAILS.**



**Florida Credit Union**  
 PO Box 5549  
 Gainesville, FL 32627  
 1-800-284-1144  
 www.flcu.org

All agreements contained herein are hereby amended by adding the following:

Right to Restrict Services and Account Access: We reserve the right to restrict, deny, suspend or terminate Credit Union services and/or your ability to access or withdraw account funds at any time, for any reason and without notice to you, in our sole discretion, to the maximum extent permitted under applicable law. Without in any way limiting the foregoing, you agree we may, except as prohibited by applicable law, restrict, deny, suspend or terminate one or more of our services to you and/or your access to account funds in the event you are delinquent or in default on any loan account with us. Accordingly, under such circumstances, we may, without limitation, restrict, deny, suspend or terminate your ability to conduct online banking transactions and/or access or withdraw funds through use of an ATM, a debit card or electronic means. The exercise of rights pursuant to this paragraph shall not be construed as limiting, in any way, our right to pursue other rights and remedies available under applicable law.

## **MEMBERSHIP AND ACCOUNT AGREEMENT**

This agreement covers the rights and responsibilities of both parties concerning accounts we offer. In this agreement, the words "you" and "yours" mean anyone who signs a Membership and Account Application, Account Card, Account Update or Change Card, or similar document (collectively referred to as "Account Card"). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with us. The word "savings" means any share account you have with us. The word "checking" means any share draft account you have with us.

This Agreement explains the rules governing your membership and accounts with us. It is supplemented by the other agreements that you enter into when you open your accounts, such as the Funds Availability Policy and the Electronic Funds Transfer Disclosures, and others. All your agreements and transactions with us are also governed by various applicable federal and state laws and regulations. It is the intent of this Agreement to provide disclosures that we are required by law to give you; to vary by agreement certain aspects of certain transactions that are permitted by law to be varied; and to establish terms and conditions of certain transactions that are not governed by any particular law or regulation.

By signing the Account Card and/or by continuing to use the accounts and services provided by us, each of you, jointly and severally, agree to the terms and conditions in this Agreement, the Account Card; the Rates and Fees Schedule; any Account Receipt or similar document; and Certificate, Certificate Summary or similar document; our Bylaws and policies; and any amendments to these documents from time to time which collectively govern your Accounts. All such documents are hereby incorporated by reference as if fully set forth herein.

Suspension of electronic services and access to share or deposit Accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other Account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

### **APPLYING FOR MEMBERSHIP AND OPENING ACCOUNTS**

Membership Eligibility; Application. To open accounts at the Credit Union, you must qualify under our approved field of membership and otherwise meet the membership requirements. This includes an initial deposit of an amount equal to one share in the Credit Union, which amount is set forth on the Account Card, and maintaining at least that amount, in your primary savings account or other qualifying account. Your membership will terminate if you close this account. You agree to complete a Membership Application and you authorize us to check your account, credit, and employment history, and obtain reports from third parties (including credit reporting agencies) periodically to verify your eligibility for membership and the accounts and services you request.

The Credit Union is owned and controlled by its members. You become an owner by meeting the membership eligibility requirements and by depositing the required shares. Upon qualifying as a member and remaining in good standing, you have certain rights as governed by this Agreement, our By-laws, and applicable law, including the right to apply for Credit Union services and accounts and to vote in elections. You are entitled to one vote regardless of the number of shares you own. Shares may be issued in the name of an individual, jointly, or in other ways (e.g. in trust, or in the name of a minor) in accordance with our By-Laws and policies.

Member Identification Program. To help the government fight the funding of terrorism and money laundering activities, as well as to protect you from Identity Theft, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will require you to provide, and we will verify, certain information about you when opening an account, in accordance with the requirements of the USA Patriot Act and the Bank Secrecy Act. This will include producing a government-issued picture ID. We may also ask for picture ID, passwords, PINs, or other means of identification and authentication whenever you initiate any transaction with us. We may refuse to open any account or to grant any request if you fail to provide adequate identifying or authenticating information, or we have a good-faith cause to believe that you are not the person you are purporting to be or are otherwise not authorized to open the account or initiate the transaction, and we will not be liable for any loss or expense you may incur due to our refusal. For identification purposes, we may also require you to provide your fingerprints at the time of account opening or at the time you negotiate certain checks.

You will also be required to provide a taxpayer identification number (TIN) or social security number, to be used for this purpose and for subsequent regulatory reporting. We may also request from time to time, and you agree to provide, additional documentation depending on the type of account or service requested. Failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may refuse or suspend opening your account.

Consensual Pledge of Shares; Security Interest; Consensual Lien; Statutory Lien; Right to Set-off; Administrative Freeze: By signing the Account Card or any other deposit or loan agreement or similar document granting a pledge or security interest in your shares, and/or by accessing, using, or otherwise accepting any funds, accounts or services, you grant the Credit Union, and we impress, a lien on your shares in the Credit Union. You also grant the Credit Union a security interest in such accounts to secure payment of any deposit obligations you owe (e.g., overdrafts, fees, etc.) and any loan or credit card obligations you owe, as well as any expenses we incur in connection with your accounts and services, including reasonable attorney's fees. You acknowledge and agree that we also have similar statutory lien rights in your shares under the Federal Credit Union Act and/or applicable state law, as well as the common law right to set-off and administrative freeze.

"Shares" and "share accounts" means any and all funds, regardless of the source of those funds, in any joint or individual share savings account(s), share draft account(s), club, certificate, P.O.D, revocable trust or custodial account(s) or any other account whether jointly or individually held and whether your obligation under the account(s) is direct, indirect, contingent or secondary and whether held now or in the future. Your pledge and our lien rights do not include any IRA, Keogh or other account which would lose special tax treatment if pledged, or any irrevocable trust or fiduciary account in which you do not have vested ownership interest.

You understand and agree that these rights allow us to apply the funds in your share accounts to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, and we can do so without any legal process, court proceeding or any notice to any owner of the share accounts affected hereunder or otherwise in this Agreement, unless applicable law so requires. You specifically agree that we have the right to place an administrative freeze on any of your share accounts subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. You understand that these rights are multiple and we can exercise one or all of them pursuant to applicable law. Exercising one right does not waive the right to exercise others. Any payment to any joint owner, beneficiary, or other party for any reason shall be subject to our security interest, consensual lien, and right to set-off.

CROSS-COLLATERALIZATION: Unless specifically prohibited by applicable law, property and/or shares given as security under any deposit, loan, or credit card accounts or services you have with the Credit Union will secure any and all obligations under such accounts or services as well as any account owner's joint or individual obligations to us, now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement, insufficient fund items; fees; cost, expenses, reasonable attorney's fees, or otherwise. This clause does not apply if such property is your primary residence, or are non-purchase money household goods.

CREDIT CARD ACCOUNTS: IF YOU HAVE A CREDIT CARD ACCOUNT WITH THE CREDIT UNION, YOU SPECIFICALLY AGREE THAT THE SECURITY INTEREST, CONSENSUAL LIEN, AND CROSS-COLLATERALIZATION CLAUSES ALSO APPLY TO THAT CREDIT CARD AND THAT GRANTING THESE RIGHTS TO US IS A CONDITION OF OBTAINING THE CREDIT CARD ACCOUNT.

#### TYPES AND OWNERSHIP OF ACCOUNTS

We offer a variety of deposit and transaction accounts for which you may apply, including savings, checking, and money market accounts which have no particular term or maturity date associated with them; and Share Certificate and Term Share Accounts, which must be maintained for a particular amount of time. Requirements of the accounts such as term, minimum opening deposit or minimum balance requirements, fees, and penalties are set forth in detail in your Truth-in- Savings Disclosure; Rates and Fees Schedule; this Agreement; and other agreements that you may have with us. Ownership of the accounts may be held in a number of ways, such as individually, jointly, in trust, etc. Your account type(s) and ownership features are designated on your Account Card at the time you open the account.

Not all accounts or services may be offered at any given time. We may occasionally offer enhancements or additional benefits to certain accounts or services such as purchase awards or travel accident insurance or other features at no additional cost to you. These features are offered solely at our discretion and can be changed or discontinued at any time with no prior notice to you.

The following describes the types of accounts that are generally available at the Credit Union. All accounts may not be offered or available at any given time.

**Savings, Checking, and Money Market Accounts:** You may open and close one or more share or savings accounts, checking accounts, or money market accounts, and may periodically deposit and withdraw funds from those accounts via access methods made available to you from time to time, including, but not limited to, share draft/checks, ATM Cards; checkcards or debit cards; telephone; in person; on-line banking or internet; and electronic funds transfers ("EFTs") such as ACH, direct deposit, wire transfers, or preauthorized transfers. All transactions are subject to and in accordance with this Agreement and all other agreements you have with us, including, but not limited to, the Funds Availability Policy; Truth-in-Savings Disclosure; Rates and Fees Schedule; EFT Agreement and Disclosures; and Wire Transfer Agreement.

**Share Certificate and Term Share Accounts:** Certificate and Term Share accounts have stated Maturity Dates, and funds in those accounts are subject to penalty if withdrawn prior to the Maturity Date. Exact terms of the particular account such as Maturity Date; Annual Percentage Yield; early withdrawal penalty fees; whether the account automatically renews; and other information will be provided at the time you open the account. If you maintain sufficient funds in the account for the full term in accordance with your Agreements, at the end of the term we will pay you the principal amount you deposited, plus dividends or interest on account earnings in accordance with this Agreement. If you withdraw all or part of your funds from this type of account before the certificate account matures, we will charge you an early withdrawal penalty. That penalty is generally deducted from the interest that has accrued on the account but may be deducted from the principal, particularly if a sufficient amount of interest to pay the penalty has not accrued. We may at our sole discretion grant you permission to withdraw funds early; if such permission is granted, it will be granted only at the time you request an early withdrawal.

Unless otherwise stated when you open the account, an automatically renewing account shall renew at each maturity date for a period of time equal to the original term and on the same conditions as the original account. The interest or dividend rate applicable to the renewal term shall be that rate that is applicable to new account on like terms in effect at the time the account renews. You can prevent an automatic renewal by providing us written instructions to the contrary or withdrawing funds on or within 10 days after the maturity date. If funds are withdrawn

within 10 days after the maturity date, no penalty will be assessed. We may call an automatically renewing account for payment at the end of the original term or any renewing term, and any interest or dividends added to it for compounding will stop earning interest or dividends on the effective date of the call.

If the account is not automatically renewing, no interest or dividends will be earned after the stated maturity date. We will send you a notice on or before the maturity date of your account(s) advising you of the upcoming maturity date and the options available to you.

**Club Accounts.** Club accounts are deposit accounts that help you save for holidays, vacations, or other special purposes. At the end of the club period, the funds in the club account will be automatically transferred to the account that you designate. Automatic payments may be required during the period and there may be fees for withdrawing funds during the club period. Details will be disclosed on the Rates and Fees Schedule.

**IRA/Keogh and Coverdell Education Savings Accounts.** IRA accounts are individual retirement accounts and Coverdell ESA accounts are used to save for your child's college education. These accounts may be in the form of share certificates, money market accounts, or other type of account. There may be restrictions on contributions, withdrawals, and other features of the accounts according to Federal law and guidelines. Funds may be tax deductible and/or tax-deferred. We do not provide tax advice; you should consult with a qualified tax advisor regarding any funds you may have in these accounts. You may be required to sign a separate agreement upon opening these accounts.

**Interest- or Dividend-Bearing Accounts.** Some of the accounts available earn interest or dividends while others do not. If the account is an interest- or dividend-bearing account, disclosures and terms regarding accrual, crediting, and compounding will be provided in the Rates and Fees Schedule or similar document at the time you open your account.

The following describes the types of ownership by which an account may be held.

**Individual Accounts.** An individual or single-party account is an account owned by one person, including an individual, corporation, trust, or other organization qualified for Credit Union membership. If the account owner dies, the owner's interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary or trust beneficiary, subject to other provisions of this Agreement and applicable law.

**Joint or Multiple Party Accounts.** An account owned by two or more persons is a multiple party account. Unless your Account Card specifically states otherwise, multiple party accounts are held in joint tenancy with the right of survivorship. This means that you intend and agree that the balance in the account, upon the death of any party to the account, shall belong to the surviving owner(s). A surviving owner's interest is subject to our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

We reserve the right to require all owners to sign the Account Card. Any and each owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer funds into or out of the account, block or terminate any service or access device, or pledge to us all or any part of the shares without the consent or knowledge of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may act on any or none of the instructions or, alternatively, we may suspend or terminate the account and require a court order or written consent from all owners to act. One owner may not remove another owner.

Ownership rights and disputes involving the funds in your accounts are subject to your Agreements with us, and applicable state or federal law. We shall not be liable to any owner if we in good faith act upon a valid court order from a court of competent jurisdiction. We will also not be liable if we in good faith refuse to act upon a court order or any instruction from any owner. All owners will be jointly and severally liable for any and all expenses, fees and costs, including reasonable attorney's fees, that we incur, in connection with any dispute regarding the account, regardless of whether the dispute is initiated by an owner or third party. By signing the Account Card, each of you authorizes us to take these expenses from any of your account(s) without prior notice to you.

If a deposited item in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, all owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any fees or expenses that we incur, including reasonable attorney's fees, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of any owner or against all funds in the multiple party account regardless of who contributed them and to what extent.

**Payable on Death (POD) Accounts.** A Payable on Death (POD) account is an instruction to us that a single or multiple party account so designated is payable to the owner(s) during their lifetimes and, when the last account owner dies, is payable to any named, living POD beneficiary. Sums payable to more than one surviving beneficiary shall be distributed equally to each beneficiary, and neither beneficiary shall be entitled to the other's interest upon that beneficiary's death. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which accounts are governed by a separate account agreement and beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary interest in any account, except as otherwise provided by law. Any owner may change any beneficiary designation upon written notice to us, on a form approved by us.

**Accounts for Minors.** We reserve the right to require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or other amounts owing on such account. We may require the minor to sign the Account Card if she is so capable; otherwise, the adult shall sign the Account Card on behalf of the minor, as well as in his own capacity. We may pay funds directly to the minor without regard to her age. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Uniform Transfers to Minors Account/Uniform Gifts to Minors Account (UTMA/UGMA). An account established under the Uniform Transfers to Minors Act (UTMA) or Uniform Gifts to Minors Act (UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The account is governed by the applicable UTMA/UGMA law adopted in the state in which the account is held. The minor to whom the gift is made is the beneficiary of the custodial property in the account and as such, the funds in the account belong to the minor. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the custodian. If the custodian dies, we may place an administrative freeze on the account, until we receive instructions from any person authorized by law to withdraw funds or a valid court order authorizing withdrawal. Any successor custodian must provide us with, and complete all, written documentation to our satisfaction that authorizes such custodian to act legally on behalf of the minor and ensuring that all applicable laws have been followed. It is agreed that the custodian may be the minor's legal guardian, and if there is more than one legal guardian, we can accept orders and instructions from any legal guardian in accordance with applicable law. When the beneficiary reaches the age of majority, the funds may be paid or withdrawn by the beneficiary without further notice or action by us, and we will not be liable for any disputes arising from such withdrawal. The account will otherwise terminate and be distributed in accordance with applicable law.

Agency, Trust, or other Custodial Accounts. We may open accounts pursuant to any court order, trust agreement, or similar authority in accordance with your desire to establish an account for a trust, probate, custodial, or other fiduciary purpose. Because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. The person acting as agent, guardian, custodian, personal representative, trustee or other fiduciary capacity shall be designated as such on the Account Card. Such designation is an instruction to us that the account owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. For these accounts, you appoint the designated representative listed on the Account Card as your attorney-in-fact to deposit or withdraw funds held in the designated account(s). Your agent has no ownership interest in the account(s) or voting rights in the Credit Union. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative.

If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection.

Commercial or Business Accounts: Accounts held in the name of a business entity, organization, or member for business or commercial purposes are subject to the terms of this agreement, unless a separate Business Account Agreement or similar document has been signed. Such accounts are also subject to the following terms: You must provide us additional documentation acceptable to us appointing those individuals who are authorized on behalf of the entity to open accounts and transact business. Any changes to such authorization must be made in a writing acceptable to us, and we will not be liable for any actions taken before we are provided with such acceptable written notice of any change in authorization(s). We reserve the right to require that third party checks payable to an entity be deposited into a business account rather than being cashed. We have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the designated representative, and will have no notice of any wrongdoing unless and until we are informed in writing of such wrongdoing.

IOTA (Interest on Trust Accounts). The additional following terms and conditions apply to IOTAs: (1) If you open an IOTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events; and to provide all notices and reporting as required by applicable laws; (2) IOTAs can only be set up as checking accounts; (3) You may not link any IOTAs to any other account(s); (4) Interest or dividends on IOTAs will be paid (after deducting all applicable service charges and fees as permitted) periodically to the appropriate agency. You agree that you are responsible for the payment of all service charges and fees applicable to your IOTA account which are not deducted from the interest earned on the account because deduction is prohibited or because the charges and fees exceed the interest; (5) Upon our request from time to time, the authorized signers for an IOTA will provide documentation required by applicable state law and applicable bar association (or similar entity) rules; (6) We act only as custodian of the trust funds in IOTAs and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s); and (7) The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account.

#### TRANSFERS OR DEPOSITS TO YOUR ACCOUNT(S)

Deposit and Collection of Items. You may make deposits to any account, in any manner approved by us including, but not limited to, in person, by mail, by electronic transfer, direct deposit, or any other method made available, such as by night deposit box or Automated Teller Machine (ATM). We are not responsible for any deposit made by mail, at night depositors or at unstaffed facilities until we actually receive the item. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. All transactions are subject to our Funds Availability Policy and related applicable laws. We reserve the right to refuse or return any deposit.

Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

**Liability.** In receiving and processing items for deposit or collection, we act only as your collection agent and we assume no responsibility beyond our obligations of good faith and ordinary care. We exercise ordinary care if our actions or inactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection and any items and their proceeds will be handled in accordance with applicable Federal Reserve and Clearing House rules and other applicable law.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential or special damages, except liability for wrongful dishonor. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict will be resolved by reference to this Agreement.

**Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts even if they are not endorsed by all payees. If you fail to properly indorse an item, you authorize us to supply any missing endorsement, but we are not required to do so. We may require that certain government checks, insurance company items, or other check or draft be personally indorsed by each and all payees. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the trailing edge, although we may accept endorsements outside this space. You agree to reimburse us for any loss or expense we incur resulting from an irregular endorsement or other markings by you or any prior endorser.

**Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any corresponding or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor or financial institution extra time beyond any midnight deadline limits.

**Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over \$500". We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.

**Charge-back; right of set-off.** All items including checks, Automated Clearing House (ACH) transfers or other transfers credited to your account are provisional until we receive final payment. We may charge-back, or debit, your account for the amount of such items under the following circumstances: (1) if final payment is not received; or (2) if, within the normal handling period for such item, the item cannot be honored against the drawer's account; or (3) if a deposited item is returned to us by the financial institution on which it is drawn, even if that financial institution failed to return the item before its midnight deadline; or (4) any other circumstances allowed by law. We may charge-back your account regardless of whether the other financial institution returned the item before its midnight deadline. You further authorize us to pursue collection of previously dishonored items, and you acknowledge that this may permit the payor bank to hold an item beyond the midnight deadline. When charging-back your account, we may also charge your account with a return item charge and any collection fees or expenses, including reasonable attorney's fees. You acknowledge and agree that we may charge-back your account even if it causes your account to have insufficient funds, and you agree to replenish the funds in your account and to pay any and all overdraft, return, or non-sufficient funds fees and charges. You specifically agree that we may exercise our security interest and right of set-off against any other deposit accounts that you have with us to recover any of these amounts.

**Foreign banks.** We reserve the right to refuse or return any item or funds transfer. Items drawn on an institution located outside the United States are handled on a collection basis only.

**Waiver of notice.** You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

**Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

#### Transaction Limitations -

a. **Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, according to our overdraft payment policy.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example, (1) a dispute between account owners (unless a court has ordered the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) days to 60 days before any intended withdrawals.

b. **Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Funds Transfer Agreement and Disclosure.

## TRANSFERS OR WITHDRAWALS FROM YOUR ACCOUNT(S)

Account Access; Honoring Items; Limitations. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., by writing a check; using an ATM or debit card at point-of-sale or at an automated teller machine; in person; by mail; by automatic or preauthorized transfer, ACH, wire transfer or other electronic transfer; by telephone or on-line banking or bill pay services, or other means made available to you). If the transaction request is made by remote means such as telephone, we are not responsible for any request or order that we believe to be genuine; we can also refuse to honor such request or order if we in good faith do not believe it to be genuine or have reason to doubt the identity or authentication of the requestor. Your ability to transfer funds from your account is always subject to having sufficient available funds in the account(s) and is subject to this and the other Agreements you have with us, including, but not limited to, the Funds Availability Policy. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction. If there are sufficient funds to cover some, but not all of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

The law permits us to pay items drawn on your account in any order, even if the order in which we pay items causes an overdraft. We may honor any item or instruction even if it creates an overdraft or negative balance in your account or if it violates any minimum balance requirement or other requirements of the account, in which case you agree to pay all fees, penalties or other charges imposed on you as well as costs incurred by us. We may return as unpaid any item drawn on a form we do not provide or approve, and you are responsible for any loss we incur handling such an item.

To process certain electronic transactions, we may place a temporary hold on your funds which may be for 36 hours or more. We have no control over the other parties to the transactions or the commercial networks used in facilitating the transactions. It is your responsibility to make sure you have sufficient funds in your accounts to cover all transactions, regardless of when those transactions may clear.

For share savings and money market accounts, you may make up to six (6) preauthorized, automatic, telephonic, electronic, or audio response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). We may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account. You may make unlimited transfers to any of your loan accounts that you have with us.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly. For example: (1) a legal garnishment or attachment is served; (2) the account secures any obligation to us; (3) required documentation has not been presented; (4) you fail to make payments on a loan that you have with us; or (5) any other reason allowed by applicable law. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

Authorized Signature; Facsimile Signature Device; Forged Checks. Your signature on the Account Card is your authorized signature for account access to and from your account(s). We are authorized to recognize this signature for the payment or transfer of funds, payment instructions, or other purposes relating to your account(s) but we may also allow transfers even without your signature. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. However, we are not required to check the signature for authenticity unless our internal policies and procedures require us to (e.g., if a check is written above a stated threshold amount), and you agree that failure to do so does not constitute failure on our part to exercise ordinary care. You may also authorize the use of a facsimile signature device and, if you have done so, we may honor any draft or other item that appears to bear your facsimile signature even if it was made by an unauthorized person, and we will not be liable for any issues arising from such honor. You are responsible for the use and safeguarding of the facsimile signature device, your checks, and your access codes and as such, you specifically agree that you are in the best position to determine whether your facsimile signature has been used without your consent, or a counterfeit facsimile signature device has been used, or your signature has been forged. Therefore you are required to make a good-faith effort to review any and all statements and items or checks returned to you or made available to you for any unauthorized use of your electronic, mechanical, or facsimile signature. We will not be liable if we honor an item that appears to be authorized by your signature, and you will reimburse us for any loss or costs (including reasonable attorney's fees) that we incur because the facsimile signature was used without your consent or because a counterfeit facsimile signature device was used. Nothing in this provision shall be construed to relieve us of our obligations to act in good faith and to exercise ordinary care.

Automated Processing of Items. You acknowledge and agree that we have adopted automated collection and payment procedures which are standard and reasonable in the industry. This allows us to process a large volume of items efficiently. However, these automated procedures rely primarily on information encoded onto each item in magnetic ink and does not provide for personal inspection of the item by our staff ("site examination"). You agree that in paying an item, we may disregard all information on the item except that which has been encoded onto the item in magnetic ink, such as identity of drawee bank and amount of the item, even if that information is inconsistent with other information printed or written on the item. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for a sight examination of the item. You also agree to reimburse us for any loss or costs (including reasonable attorney's fees), that we incur because the item contained such extra information.

Stale and Post-Dated Items. We maintain the option to pay or dishonor any stale draft or check (i.e., more than six months old) upon presentation. You agree that we are not liable to you for charging your account before the indicated date on a properly payable but post-dated check unless you notify us that you have issued a post-dated draft. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice, and it must provide the number of the check, its date, the name of the payee, the exact amount, and the account number on which it is drawn. You understand that the exact information is necessary for us to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make a verbal notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its date.

Overdrafts. An overdraft occurs when, on any day, the funds in your account are not sufficient to cover drafts, fees or other items posted to your account, whether the transaction was made by check, electronically, or otherwise. You agree not to cause an overdraft to any of your accounts. Our determination of an insufficient account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in the Rates and Fees Schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately.

Overdraft Protection Plan Agreement. If we have approved an Overdraft Protection Plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another designated account under this Agreement or a loan account or credit card account, as you have directed, or as required under our Overdraft Protection policy. The fee for overdraft transfers, if any, is set forth on the Rates and Fees Schedule. You will not have any Overdraft Protection if the designated account has insufficient funds to cover the transaction or if the loan or credit card account has insufficient credit available. If the protected account is a joint account, you acknowledge and agree that transactions causing overdrafts made by a joint owner will be paid under the Overdraft Protection plan even if the designated account or loan or credit card account is not jointly owned or jointly made. If there is any conflict between this provision and any provisions regarding overdrafts contained in an applicable loan agreement or credit card agreement, the loan agreement or credit card agreement shall govern.

Overdraft Agreement - Bounce Free. Under our Bounce Free program, if you are in good standing with us, we may honor your overdrafts for checks and automatic bill payments. We will pay your overdrafts for ATM withdrawals and debit card purchases you make at a store, online or by telephone, only if you have signed the opt-in form for these transactions. You can opt-out of overdraft coverage for these transactions at any time by writing to us at PO Box 5549, Gainesville, FL 32627, calling us at 1-800-284-1144, or coming into to your local branch. Even if you do not request Bounce Free coverage for ATM withdrawals and debit card purchases, we may still pay your overdrafts for other types of transactions, including checks and automatic bill payments which will include our Bounce Free fee. Having overdraft coverage does not guarantee that we will pay your overdrafts. If we decide to pay an overdraft, you will be charged fees as described in the Rates and Fee Schedule. This is a non-contractual privilege that we offer and we have no obligation to continue offering it and may discontinue this service at any time without notice to you. Bounce Free coverage differs from other overdraft services we offer, like the Overdraft Protection Plan. If you have an Overdraft Protection Plan, such as linked accounts or an overdraft line of credit, we will look to that plan for funds to cover overdrafts before we use the Bounce Free program. This Bounce Free program does not relieve you of your obligation to replenish the funds in your accounts and to pay all obligations owing to us, including overdrafts and related fees. You are considered to be in "good standing" if the following conditions are met: (1) you bring your account to a positive balance at least once every 20 days; (2) you are current on all loans and obligations; and (3) no past charge-offs that have not been fully recovered. The Bounce Free program is not available on minor accounts.

How to Request Bounce Free Coverage or Get More Information. To request Bounce Free coverage for your ATM withdrawals and debit card purchases, or for information about other alternatives we offer for covering overdraft, please contact us by phone at 352-377-4141; by email at askfcu.org; or by mail at P.O. Box 5549, Gainesville, FL 32627.

Effect of Holds on Your Available Balance, Overdrafts and Fees. Holds on your account, including, but not limited to, holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, holds placed on any deposits to your account, holds placed on any account for delinquent loans or lines of credit, holds based on any pledges of your account and any minimum account balance requirements may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. Any hold placed on your account which reduces the available balance may cause subsequent transactions to overdraw your account. The Credit Union can decide whether an overdraft occurs based on your available balance or your actual balance as determined by the Credit Union in its sole discretion from time to time. However, you should assume that any item which would overdraft your account based on your then-current available balance may create an overdraft. There may be a preauthorization hold on a transaction while there are actual or available funds in your account, but by the time that transaction posts to your account, you no longer have sufficient actual or available funds to cover the transaction. The Credit Union may charge a Bounce Fee or [NSF fee] when you do not have sufficient actual or available funds either during the preauthorization hold or when the transaction posts to your account, but you will not be charged two fees if you have insufficient funds during both time periods. The Credit Union's use of the available balance as described above will affect the Credit Union's determination of an overdraft or potential overdraft for any purpose, including, but not limited to, rejection of attempted items for insufficient funds, transfers pursuant to any overdraft protection plan and coverage under the Bounce Free program and any fees or charges related to such overdrafts and transfers.

Representation of Declined Transactions: We reserve the right to charge an [NSF Fee] each time a transaction is presented if your account does not have sufficient funds to cover the transaction at the time of presentation and we decline the transaction for that reason. This means that a transaction may incur more than one [NSF Fee] if it is presented more than once. For example, if an ACH or other item is presented for payment and declined due to insufficient funds and then represented for payment and declined again due to insufficient funds, we reserve the right to charge an NSF Fee for both the original presentation and the representation in accordance with our Fee Schedule and other applicable law.

Stop Payment Orders. You may request a stop payment order on any check or other written instrument drawn on your account that has not been paid or certified. You may call us to request a stop payment, but to be binding, we may require that the order be dated, signed, and describe the account number, item number, and the exact amount of the item. The stop payment order will be effective if we receive the order in time for us to act upon the order. You understand that the exact information is necessary for our computer system to identify the item. If you give us incorrect or incomplete information, or the stop payment order is not received in time for us to act upon it, we will not be responsible for failing to stop payment on the item and we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

A verbal stop payment order is valid for only 14 days, unless we receive a written confirmation thereof. Please see your Electronic Funds Transfer Agreement and Disclosure - Reg E for ways to contact us in order to make a stop payment order.

Fees for stop payment orders will be imposed and are set forth on the Rates and Fees Schedule. You may not stop payment on any certified check, cashier's check, teller's check, official check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold us harmless from all costs, including reasonable attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

ACH and Wire Transfers. This provision applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System. (e.g., wire transfers). You authorize us to transfer funds according to your instructions ("payment order") to and from your designated account(s), or to and from another financial institution. You also authorize us to charge your account for any related fees or service charges. We may require that transfers follow certain security procedures. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. When processing a payment order, payment may be made based solely on the account number provided in the payment order, even if that account number identifies a beneficiary other than the one that you name in the payment order. Similarly, if the payment order identifies the name, routing number and transit number of the beneficiary's financial institution, payment may be made solely on the basis of the routing and transit number, even if those numbers do not correspond to the name of the financial institution that you supplied. You agree that your obligation to pay the wire transfer is not affected if



the identifying numbers do not match the named beneficiary or financial institution. You are also responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided. We may also pay wire transfers received by us for your benefit based solely on the account number. We may refuse to accept or execute any payment order, or an amendment or cancellation thereof, and we shall be deemed to have accepted a payment order or its amendment or cancellation only upon execution thereof. We may reject or refuse to accept or execute a payment order if (1) the designated account(s) does not contain sufficient available or collected funds; (2) the account number that you provide on the payment order does not correspond to any known account with us; (3) the payment order is not authorized or does not comply with applicable security procedures; (4) we are prohibited from doing so due to applicable law; or (5) we have a good-faith, reasonable cause for rejecting the payment order. All transfers shall be shown on your periodic account statement and reflection on the statement shall constitute notice of receipt of the transfer. You may inquire whether a specific transfer has been received at any time during our normal business hours and/or by any means that we provide you for making inquiries on your accounts. We are not responsible for any transmission performance failure as a result of interruption in transfer facilities; power failures; equipment malfunctions; labor disputes; emergency conditions; fire, flood, or other natural disasters; war or terrorist attack; or other circumstances beyond our control. We are also not responsible for transfer failures due to suspension of payment by another party, or refusal or delay by another financial institution to accept the transfer, or if we are prohibited from performing under any applicable law. We shall not be liable for any special, indirect, consequential or punitive damages arising from any failure or delay in processing a payment order or related obligation. In no case shall we pay attorney's fees or other legal expenses incurred in connection herewith. If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the interest rate, on a daily basis, applicable to the account to which the funds transfer was made. If you send an international wire transfer that identifies a beneficiary bank located outside of the United States, you agree that we do not guarantee the receipt or timely processing of the funds on the part of the foreign beneficiary bank. At the time of the international transfer request, you will receive a receipt and disclosures regarding the transfer, including your rights regarding cancellation and resolution of errors, in accordance with Regulation E. By sending an international wire transfer, you understand that we have no control over how or when the funds are received or processed by the foreign beneficiary bank and that it could take up to one month or longer for the wired funds to be processed by the foreign beneficiary bank. Therefore, except as otherwise provided in Regulation E, (a) you understand and acknowledge that by sending an international wire transfer according to the financial institution and account information you provide us, you accept all risk associated with your wire transfer request; and (b) we will not be held liable or responsible to refund you any of the funds or costs associated with executing your request where the funds you sent were lost, destroyed, not processed, or not received by the foreign beneficiary bank. You further acknowledge that we are prohibited from processing and executing requests where the federal government has enforced economic and trade sanctions against named foreign countries, or where the federal government has prohibited us from doing business with named financial institutions.

**Choice of Law.** We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by Regulation J, Article 4A, and the laws of the state in which our headquarters are located, and as provided by the operating rules of the National Automated Clearing House Association.

#### OTHER RULES APPLICABLE TO YOUR MEMBERSHIP AND ACCOUNTS

**Illegal Transactions.** You warrant and agree that you will not use any Credit Union services or loan or deposit accounts to make or cause to be made any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering or terrorist activity. Any such use shall constitute a breach of this Agreement. We may delay processing or refuse to process or may be required by Federal Reserve Reg GG to refuse the process any transaction that we believe to be illegal, suspicious, unenforceable, or which is a restricted transaction under Reg GG, and will not be liable to you for such delay or refusal. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. You further agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us in any form whatsoever that results directly or indirectly from such illegal use. We will also not be liable to you if we in good faith freeze your accounts and/or notify our regulators or local or federal enforcement authorities regarding any activity we believe to be illegal, suspicious, or unenforceable.

**Negative Information Notice.** We may report information about your accounts to credit bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your account may be reflected in your credit report.

**Account Rates and Fees.** We pay interest or dividends on accounts and assess fees against your account as set forth on the Rates and Fees Schedule. You agree that we may debit your account for any fees incurred without prior notice to you. We may change the Rates and Fees Schedule at any time and will notify you as required by law. For the most current rates and fees, you may contact us at any time and manner available.

**Statements and Copies of Checks.** If we provide a periodic statement for your account, we will send or make available to you a periodic statement of transactions and activity on your account during the statement period as required by applicable law. In the case of multi-party accounts, you agree and acknowledge that we are required to provide only one statement on the account and can provide it to any one of the parties on the account as we choose.

For checking accounts, you understand and agree that your original check (or substitute check), when paid, becomes our property and may not be returned to you. We may, but are not required to, retain the original checks. You agree to keep copies of your checks in order to verify their validity. If you request copies of your checks, you agree that we may provide an electronic image of the check or a sufficient copy thereof. We may charge you, and you agree to pay, fees for providing copies of the checks and/or any research involved with your request, as set forth on the Rates and Fees Schedule.

You understand and agree that statements are made available to you on the date they are mailed to you or delivered electronically. You also understand and agree that checks or copies thereof are made available to you on the date the statement is sent to you, even if the checks do not accompany the statement.

**Your Duty to Examine.** You are responsible for promptly examining each statement and reporting any irregularities or issues to us. We will not be liable for any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded items drawn on your account if: (1) you fail to notify us in writing within sixty (60) days of the mailing date of the earliest statement containing or evidencing such irregularities regarding any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

Consent to Receive Telemarketing Calls. By signing the Information Update Form, Account Application or similar document, I also authorize the credit union and persons acting on behalf of the credit union to deliver or cause to be delivered to me, and I consent to receive, advertising, telemarketing and other telephone calls (including collection calls) and text messages at the telephone number(s) provided (including wireless telephone numbers such as cell phone numbers), including calls using an automatic telephone dialing system and/or an artificial or prerecorded voice. I UNDERSTAND AND ACKNOWLEDGE I AM NOT REQUIRED TO SIGN THIS AUTHORIZATION AND CONSENT, OR ENTER INTO THIS AGREEMENT, AS A CONDITION OF PURCHASING ANY PROPERTY, GOODS OR SERVICES. I acknowledge I may withhold such authorization and consent by striking through this paragraph at the time of signing the Information Update Form, Account Application or similar document or withdraw such consent by written notice to PO BOX 5158, Gainesville, FL 32627, Attn: Revoke Consent, by email to [revokeconsent@fcu.org](mailto:revokeconsent@fcu.org), by telephone at 1-800-284-1144, or by any other reasonable means.

Telephone Monitoring. As part of our continuing effort to maintain a high quality of service to our members, telephone communications with you may be monitored and recorded. You agree that monitoring and/or recording may be done and that no additional notice to you or additional approval from you is needed. Please inform all persons authorized to use your accounts, those acting on your behalf, or anyone making payment on your accounts, of this provision.

Consent to Contact - You agree we and/or our third-party vendors may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted at your wireless telephone number(s) at any time by written notice to us at PO BOX 5158, Gainesville, FL 32627 Attn: Credit Advisor Dept, by email to [revokeconsent@fcu.org](mailto:revokeconsent@fcu.org), or by any other reasonable means. If you have provided or provide a wireless telephone number(s) to us in connection with your accounts, or any of them, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you provide to us. You agree to indemnify us and our third-party debt vendors, and hold us and our third-party vendors harmless, from and against any and all losses, claims, damages, liabilities, costs or expenses (including any attorneys' fees) that arise out your breach of any of the foregoing representations and agreements.

e-Statements. If we make this service available to you, you may agree to receive statements via electronic means, whereby your periodic statement will be e-mailed to you or sent electronically to, and made available on, our on-line banking website. Please see the provision, "Electronic Statements, Electronic Notices, Electronic Disclosures and Electronic Agreements" for more information regarding e-statements.

Notices; e-Notices; Name or Address Change. Any written notice we give to you is effective when it is made available in our on-line banking system (if you have agreed to receive such notices electronically), or when it is deposited in the U.S. Mail, postage prepaid and addressed to you at the most recent mailing address on file with us. Notice to any account owner is considered notice to all account owners. Any written notice you give us is not effective until we actually receive it in our offices.

You agree to notify us of any postal or e-mail address change or name change in writing. We reserve the right to require verification of your identity and proof of a change in address prior to making any changes in our records. We are only required to attempt to communicate with you at the most recent address you have provided to us. If you fail to provide notice of a change in address or name, and we attempt to locate you, we may impose a service fee as set forth on the Rates & Fees Schedule.

e-Notices. If we make this service available to you, you may agree to receive electronically all notices regarding your membership, account(s), or services with us whereby these notices will be e-mailed to you or sent electronically to, and made available on, our on-line banking website. Please see the provision, "Electronic Statements, Notices, Disclosures and Agreements; Electronic Services" for more information regarding e-notices.

Electronic Statements, Notices, Disclosures and Agreements; Electronic Services. We may provide electronic document delivery services for the delivery to you of all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding your membership, accounts, transactions, or other business you have with us (collectively referred to as "documents" or "documentation"). If you agree to receive such documentation electronically, you specifically agree and acknowledge that we may provide the documents electronically either by sending an e-mail with the text of the documents embedded in the text of the e-mail message or as an attachment contained within the e-mail, or by posting such documents on our website or on-line banking service and notifying you that the documents have been so posted. You have a right to request and receive a paper copy of these documents if that right is provided under applicable law. You may also withdraw your consent and revoke your agreement to receive the documents electronically. To request a paper copy or to revoke your consent, call, write, or e-mail us at the number and addresses provided on the Rates & Fees Schedule. If any of our e-mails are returned to us as undeliverable, we will change our delivery mode to paper format, and you will be required to re-apply for our electronic delivery service and to update your e-mail address accordingly.

We may also offer electronic services such as on-line banking or on-line bill pay, which allow you to conduct transactions to and from your account(s) and to conduct other business with us electronically. You may be required to sign a separate agreement regarding these services and you will be subject to any on-line instructions, rules, agreements, and restrictions provided on the website(s) or provided to you at the time you open an account or enroll in these services. You may be required to be enrolled in our on-line banking service in order to enroll in our electronic document delivery service.

Enrollment in, and use of, these electronic services does not relieve you of your duty to promptly examine your statements, checks, and other documentation for irregularities or discrepancies regarding your accounts in accordance with this and your other Agreements you have with us. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

System Requirements. In order to enroll in our electronic document delivery service or on-line banking services, you must be able to receive, view, and print (or otherwise retain), the documents involved. As such, you must have a computer that has access to the Internet, and use of a browser that supports SSL and Cookies. Additionally, many of our documents, including periodic statements, will be sent to you in a PDF format, and to open, read, and print these documents, you will need Adobe Acrobat Reader. Adobe Acrobat Reader may be available for download for free via the Internet. Minimum system requirements are subject to change without notice as the technology changes. The exact system requirements will be disclosed to you on our website or on the on-line banking website or at the time you enroll in the service. By enrolling in, and using the electronic services, you are asserting that your system meets these requirements and that you are capable of, and are indeed receiving, viewing, and retaining the documents involved. If you discover that you are not receiving such documents, you must contact us immediately. We will not be liable for any failure to deliver the documents if you do not notify us of such failure, or if the failure is due to your computer hardware, software, or other equipment, or due to other circumstances beyond our control.

**System Disruptions.** You understand and agree that such electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause and you are ultimately responsible for conducting your transactions in a timely manner with regard to your banking and bill-paying needs. In the unlikely event that our electronic services become unavailable for a prolonged period of time, you understand and agree that you still have access to the Credit Union and your account(s) in the traditional manner (i.e., in person, by mail, telephone, or check-writing), and we will not be liable to you if you fail to use these means to conduct your business with us.

**Security Safeguards.** Even if you enroll in on-line banking or bill pay or our electronic document delivery service, we may from time to time require certain transactions to be made in-person or we may require verification or authentication of your identity for security purposes before a transaction or other business with us may be initiated, processed, or completed. You agree and understand that this is for the protection of us and you and is intended to safeguard your personal information and all funds held in or by the Credit Union, and to help prevent Identity Theft and bank fraud. You agree that we will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

**Legal Process Against Your Account.** If any legal action is brought against your account such as tax levy, garnishment, attachment, etc., we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. We will not be liable to you for any such payout, even if it leaves insufficient funds in your account to pay checks you have written or other items that have not yet been processed. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest in your account and our right to set-off.

**Power of Attorney.** We may allow a third person to act as your Agent pursuant to a Power of Attorney, but we are not required to do so. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. You understand and agree that we are under no obligation to honor any power of attorney and we have no duty to investigate or verify the scope, authenticity, or validity of any Power of Attorney. We also have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by your Agent.

**Sharing and Disclosing Account Information.** While we value your right to privacy and confidentiality of your personal information, there are times where your information will be shared and disclosed, as follows:

**With joint account owners and other parties to the transaction.** If you have a joint deposit account or loan account, or if you enter into a transaction or account with us that requires a guarantor or a third-party owner of pledged collateral, you specifically agree to allow us to share and disclose information pertaining to those accounts with all your joint owners and other such persons described herein. By agreeing to involve these persons in your accounts and transactions, you acknowledge and agree that you are waiving your right to privacy in this regard and that it is understood that each of you will see each other's personal, non-public information that would otherwise be held in confidence.

**With Third Parties.** We generally do not disclose your account information to third parties except: (1) when it is necessary in processing a transaction, whether that is to pay an item or to send a notice of dishonor or nonpayment; (2) to exchange, in the normal course of business, credit information with third party financial institutions or other business entities or a third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) to provide information to our regulators or law enforcement when we in good faith believe we have been a victim of a crime or we have observed suspicious activity; (4) in order to comply with a government agency inquiry, subpoena or court order or a valid attachment, garnishment, or other legal action; (5) you give us written permission; (6) to guarantee a check by a third party; (7) at account opening, account renewal, or account review; (8) when we are attempting to collect a debt owed to us; or (9) any other reasonable disclosure allowed by law and appropriate to the circumstance. You also understand and agree that we may from time to time receive credit reports and other information about you in connection with your accounts. Upon request, we will give you the name and address of each agency from which we obtain such a report.

**Inactive or Dormant Accounts.** If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rates and Fees Schedule, we may classify your account as inactive, abandoned or dormant. Unless prohibited by applicable law, we may charge a service fee for processing your inactive account. You authorize us to transfer funds from another account of yours to cover any service fees. To the extent allowed by law, we reserve the right to transfer the account funds to a general Credit Union account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**Death or Incompetence of Account Owner.** We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death or adjudication of incompetence and are provided satisfactory evidence thereof, such as a certified death certificate or court order. Once we are notified of a member's death or incompetence, we may pay drafts or honor other payments or transfer orders authorized by the member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming the owner's account funds to indemnify us for any losses resulting from our honoring that claim. Upon the death of an individual account owner, we will pay all funds on deposit in accordance with the specific instructions on the Account Card such as to a Payable on Death Beneficiary. If there is no beneficiary designation, no probate proceedings or no estate, we may, but are not required to, pay the funds to any heir, who will be solely responsible for any further distribution of the funds. Alternatively, we may hold the funds until a proper court order is presented to us. We may require proper documentary evidence satisfactory to us before we determine the proper treatment of the funds and before we will release funds to any claiming party. Funds in a joint account will be payable subject to the provision, "Joint or Multiple Party Accounts". Any payment of funds upon the death or incompetence of any account holder is subject to our lien and security interest. This Agreement will be binding upon any heirs or legal representatives of any account owner.

**Termination of Accounts and Services.** We may terminate your account or place a freeze on the funds at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery, fraud, or unauthorized use reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we believe that you have been negligent in protecting your access devices or access codes; (8) you have breached any promise under this Agreement; (9) you do not fulfill the terms of any of the accounts, such as deposits being made to club accounts, etc.; or (10) we reasonably deem it necessary to prevent a loss to us or to be in the best interests of the Credit Union or our members or employees. If we are informed of such circumstances or otherwise believe that any of these circumstances are about to occur, we may place a stop payment on any item and we will not be liable to you for such a stop payment.

You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party.

account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated. However, if we pay an item after termination, you agree to reimburse us.

We reserve the right to require that all checking accounts and related services be closed or deactivated if you move your residence outside the U.S., its territories, or its possessions. If you do not close or deactivate the checking accounts within 30 days of your move, we may close the accounts.

Termination of Membership. You may terminate your membership by giving us notice and otherwise following our policies and procedures. You may be denied services or expelled for any reason allowed by applicable law, including having your membership account or primary share account balance fall below the required par value for membership, or causing a loss to the Credit Union. Termination of your membership does not relieve you of your obligations to pay any fees or obligations that you owe us, and you are still responsible for any outstanding items that have not yet been processed or paid. Once membership has been terminated, no further transactions or services will be allowed.

Amendments to the Agreement and Change-in-Terms. Except as prohibited by applicable law, we may change the terms of this Agreement or any other Agreements you have with us, including rates and fees and the method with which we determine dividends and interest. We will notify you of any changes in the manner and within the timeframes required by law.

Changes in Accounts or Ownership. Any changes in accounts or services requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed form approved and accepted by us. We reserve the right to require all account owners on a multiple-party account to consent to any changes and to sign the change form.

Recording Conversations. You acknowledge and agree that we may record any telephone conversation we have with you, regardless of whether we so inform you at the time of the conversation. This helps document the transaction or conversation and helps protect both parties.

Severability; Headings; No Waiver. If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement. We reserve the right to waive or choose not to enforce any and all terms, rights, or remedies under this Agreement and such waiver shall not affect our right to enforce that or another term, right, or remedy at a later time.

Enforcement. You are liable to us for any loss, cost or expense that we incur resulting from your failure to follow this Agreement. This shall include reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you.

**WAIVER OF JURY TRIAL. YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR YOUR ACCOUNT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCOUNT, ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS, OR ANY OTHER AGREEMENTS, TRANSACTIONS OR RELATIONSHIPS YOU MAY HAVE WITH US NOW OR IN THE FUTURE. YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

Governing Law. This Agreement is governed by our Bylaws, federal laws and regulations, local clearing house rules, and the local laws (including applicable principles of contract law) and regulations of the state in which our administrative office is located. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which our administrative office is located.

#### **COSTS, EXPENSES AND ATTORNEYS' FEES**

All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, or legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) If we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

#### **INDEMNITY**

If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. An example of the kind of protection asked for would be your promise to protect the Credit Union against any claims (an indemnity).

## MANDATORY ARBITRATION OF DISPUTES AND CLAIMS

---

Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Membership Agreement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce. The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three- arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

WITH THE EXCEPTION EXPLAINED HEREIN, THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT. Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court on the foregoing terms shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where the Credit Union maintains a branch that is the closest Credit Union branch to your primary place of business. Each party must bear all of their own expenses, including the party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern.

## **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE - REG E**

This Electronic Funds Transfer Agreement and Disclosure ("Agreement") is the contract which governs the rights and responsibilities of both parties regarding electronic funds transfer services offered by us. ("Account" means any one or more of your savings, money market, and checking account(s) you have with us. Electronic funds transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account card for EFT services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, and any other agreements that may govern your accounts. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on an account.

**TYPES OF ELECTRONIC FUND TRANSFER SERVICES.** The following describes the services, if approved, that are available, and some limitations that apply:

1. **ATM Card.** You may use your ATM card and PIN (Personal Identification Number) to:

- Withdraw funds from your savings, checking and Line of Credit accounts.
- Make deposits to your savings, checking and Line of Credit accounts.
- Transfer funds between your savings, checking and Line of Credit accounts whenever you request.
- Obtain balance information on your savings, checking and Line of Credit accounts.

**Limitations.** The following limitations will apply to your ATM Card:

- The maximum dollar amount of cash withdrawals per day is \$515.00. Sufficient funds must be available to make any withdrawal.
- You may make only 15 cash withdrawals in one day
- There is no limit to the number of purchases you may make in one day.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.
- Additional limitations are set forth in the TRANSFER LIMITATIONS provision contained herein.

2. **Visa Debit Card.** You may use your Visa Debit Card and PIN to perform all of the functions listed above in the ATM Card Access section. Additionally, you may also:

- Withdraw funds from your savings, checking and Line of Credit accounts.
- Make deposits to your savings, checking and Line of Credit accounts.
- Transfer funds between your savings, checking and Line of Credit accounts whenever you request.
- Obtain balance information on your savings, checking and Line of Credit accounts.
- Pay for purchases at places that have agreed to accept the Card.
- Make POS (Point of Sale) transactions to purchase goods or services at POS terminals that have the Visa logo.
- Pay bills or make other transactions on Non-Visa Networks (STAR, PRESTO) without a PIN\*
- Order goods or services by mail, telephone, or via the Internet from places that accept the Card.
- Make cash withdrawals in foreign countries and in foreign currencies.
- Pay bills directly by telephone from your savings and checking accounts in the amounts and on the days you request.
- Take an advance from your Line of Credit account.

Some services on ATM or Debit Cards may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account. Advances from your line-of-credit account are loans that must be repaid by you, and are governed by your line-of-credit agreement.

\*Non-Visa PIN-less transactions will not be processed as Visa transactions and therefore will not include Visa's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and PIN-less debit transactions.

**Limitations.** The following limitations will apply to your Card:

- The maximum dollar amount of cash withdrawals per day is \$515.00. Sufficient funds must be available to make any withdrawal. You may make only 15 cash withdrawals in one day
- The maximum purchase price for any one transaction at a POS Terminal is \$5,000.00. You may make only 15 purchases in one day
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.
- You are not allowed to make deposits at an ATM that we do not operate or own.
- Additional limitations are set forth in the TRANSFER LIMITATIONS provision contained herein.

3. **Electronic Check Conversion & Electronic Returned Check Fees.** If you pay for something with a check, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds.

4. Preauthorized Electronic Funds Transfers. You may authorize periodic or recurring automatic payments from, and deposits into, your designated account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Credit Union account; automatic payment(s) from your designated Credit Union account to third parties; and automatic payment from your designated Credit Union account for loan payments or other amounts you owe us.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer. See the Transfer Limitations provision for transfer limitations that apply to preauthorized transfers.

5. Telephone Banking. You may access your accounts via our touch-tone telephone system. We will assign you a PIN to use this service. You may use telephone access to:

- Withdraw funds from your savings, checking, money market, and Line of Credit accounts;
- Transfer funds to your savings, checking, money market, club, and loan accounts;
- Transfer funds between your savings, checking, money market, club, and Line of Credit accounts;
- Obtain balance, account activity, and other information on your savings, checking, money market, club, certificate, and loan accounts;
- Verify whether a check or other item has cleared your account;
- Make loan or credit card payments from your savings, checking and money market accounts;
- Take advances from your line-of-credit loan account;

The telephone access service is available twenty-four (24) hours a day, but may be inaccessible for a short period each day for data processing.

Limitations. The following limitations will apply to the Telephone Banking Service:

See the Transfer Limitations provision for transfer limitations that apply to preauthorized transfers.

6. Online and Mobile Banking. We offer Online and Mobile Banking services that you may access from a personal computer or mobile device that has Internet access. You will need your assigned password and member number or user name to access your accounts, as instructed when you log on. You may use this service for the following:

- Withdraw funds from your savings, checking, money market, and Line of Credit accounts;
- Make deposits to your savings, checking, money market, club, and loan accounts;
- Make transfers between your savings, checking, money market, club, and Line of Credit accounts;
- Obtain balance information on your savings, checking, money market, club, certificate, and loan accounts;
- Make payments on your Credit Union loans from your savings, checking and money market accounts;
- Access bill pay services to make payments to various creditors;
- Verify whether a check or other item has cleared your account;
- Take an advance from a line of credit account;
- Obtain tax information on amounts earned on applicable accounts;
- Obtain information on interest paid on loan accounts;
- Change your password;
- Access or utilize other services that we may make available to you from time to time

Our Online and Mobile Banking service will be available to you 24 hours a day, but may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access.

See the Transfer Limitations provision for transfer limitations that apply to Online and Mobile Banking transactions. Other EFT Disclosures contained in this document apply to Online and Mobile Banking services as well. You will also be required to comply with instructions and agreements provided when you log onto the Online or Mobile Banking service.

7. Online and Mobile Bill Payment Services. Through our Online and Mobile Banking service, we offer Bill Pay services so that you may pay your bills to third-party creditors and payees electronically. You must agree to the bill payment services agreement included on the bill pay services website. You may also be required to comply with other instructions and agreements provided on-line when you log onto the Bill Pay service.

Business Inquiry Access: In our sole discretion, we may offer you or any other owner or authorized signer or user of your account inquiry only access through online and/or mobile banking to other individual accounts and business accounts in which you have an ownership or otherwise have access as an authorized signer or user. No transactions will be permitted through this inquiry only access. You understand that such inquiry access may be provided to any owners or authorized signers or users of your account upon their request without your separate consent or notice to you. You hereby authorize all owners and authorized signers or users of any of your accounts to have inquiry only access to all other accounts in which you have any ownership or otherwise have access as an authorized signer or user. We may limit or terminate any such inquiry only access at any time in our sole discretion without your consent or notice to you.

TRANSFER LIMITATIONS. In addition to any other limitations set forth for each service herein, federal regulation limits the number of preauthorized, automatic, or telephone transfers that may be made from your share/savings and money market accounts to six (6) per month from each account. If you exceed this limitation, you may be subject to a fee, the transaction may be rejected, or your account may be closed.

FEES. There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Rates & Fees Schedule that was provided to you.

ATM Fees: Additionally, 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. The amount of this fee will be disclosed to you by the owner of the ATM.

#### USE OF EFT CARDS AND SERVICES.

Ownership: Any card or other access device that we provide you remains our property and must be returned to us, our agent, or to any person who is authorized to honor the card according to our instructions. We may repossess the card at any time in our sole discretion without demand or notice to you. You cannot transfer the card, access code, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or access codes.

Honoring the Card(s): Refunds: Neither we nor the merchants authorized to honor the card will be liable for failure or refusal to honor your card, access device, or code. If a merchant agrees to provide a refund or adjustment to you, you agree to accept a credit to your account instead of a cash refund.

Illegal Transactions: You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Foreign Transactions: Currency Conversion: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by Visa International from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Fee Schedule.

Security of Card and Access Codes. The access codes issued to you are for security purposes and any codes issued to you are confidential and should not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you authorize someone to use your access codes, that authority shall remain in place until you specifically revoke that authority by notifying the Credit Union.

Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by the terms and conditions of this Agreement. You understand and agree that any joint owner you authorize to use an access code may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of which owner accessed the accounts or used the services. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

Reversal of Transactions. You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

No Right to Stop-Payment for Terminal Transactions. Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

**LIABILITY FOR UNAUTHORIZED USE.** Tell us AT ONCE if you believe your ATM or Debit Card or any of your access codes have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

For cards with the Visa logo, and PIN-less debit card transactions over Visa Networks (and the access codes associated with those cards): You will not be liable for any amount unless we can prove that you were grossly negligent in the handling of your card. If you write your PIN on your Card or otherwise keep the PIN with the Card, you may be grossly negligent.

Under no circumstances, however, will you be liable for more than \$50 if you tell us within 2 business days after you learn of the loss or theft of your card or access code and someone used your card or access 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 or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. 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.

You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow. If you give your card, access code, or password to someone else, you are responsible for all transfers or purchases that that person makes with your card or via the service that he or she accesses, even if that person uses the card or code in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your card by notifying us in writing, and allowing us reasonable time to act on your notification.

If you believe your card or access code has been lost or stolen, call: 352-377-4141 during normal business hours or write: Florida Credit Union, P.O. Box 5549, Gainesville, FL 32627. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.



**BUSINESS DAYS.** For purposes of these disclosures, our business days are Monday through Saturday. Holidays are not included.

**DISCLOSURE OF YOUR INFORMATION.** We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give us your written permission.

#### **RIGHT TO RECEIVE DOCUMENTATION**

Periodic statements. Transfer and withdrawal transactions made through any card, Online Banking or Bill Pay service, telephone access system, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

Terminal Receipts. You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or Debit Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

Preauthorized EFTs. If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at 352-377-4141 or use telephone access, Online or Mobile Banking to find out whether or not the deposit has been made.

#### **RIGHTS REGARDING 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's how:

Call us at 352-377-4141, or write us at P.O. Box 5549, Gainesville, FL 32627, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). 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. Please see the Rates & Fees Schedule for any fees charged for stopping payments.

Notice of Varying Amounts. If preauthorized recurring payments may vary in amount, the person 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 (does not apply to business accounts). 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.

**OUR 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:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM, POS terminal, telephone access system, Home Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

**BILLING ERROR RESOLUTION** (does not apply to international remittance transfers or business accounts):

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

By Telephone: 352-377-4141

By U.S. Mail: P.O. Box 5549, Gainesville, FL 32627

By e-mail: askfcu@flcu.org

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We may require you to provide your complaint in the form of an affidavit. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\* days to investigate your complaint or question. If we decide to do this, we will credit your account within 10\*\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If a notice of error involves an unauthorized transaction on your Visa debit card, other than a cash disbursement at an ATM, we will provide provisional credit to your account within 5 business days of your notification so you will have use of the money during the time it takes us to complete our investigation.\*\*\* However, we may delay providing provisional credit if the circumstances or account history warrants the delay, in which case we will provide provisional credit within ten (10) business days. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will reverse the provisional credit to your account and send you a written explanation. You may ask for copies of the documents that we used in our investigation. See the Rates & Fees Schedule for any fees associated with such copies.

\*For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. \*\* For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. \*\*\* Does not apply to Non-Visa PIN-less transactions.

Termination. You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your Card(s). We may terminate this agreement by notifying you in writing. Termination does not affect any party's rights under this agreement regarding any transactions made before termination.

**IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM MACHINES.** The following is a list of safety precautions that you should follow when using an ATM machine or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or Night Depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your ATM card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call the police from the nearest available public telephone. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM, or the state banking department.

## FUNDS AVAILABILITY POLICY

---

### Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit, unless they involve an International ACH Transaction. See below for more information on International ACH Transactions. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

### Longer Delays May Apply

However, in some cases, the availability of funds may be delayed under the following circumstances.

**Case-by-Case Holds:** Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Exception Holds:** In addition, we may delay the ability of members to withdraw funds deposited by check up to seven (7) days for reasons included but not limited to the following:

- We reasonably believe a check will not be paid
- Checks total more than \$5,000 on any one day
- The check has been returned unpaid
- An account is overdrawn
- An account has been overdrawn repeatedly in the last six (6) months
- There is an emergency such as communications failure with computer 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.

### Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### Effect of Holds on Your Available Balance, Overdrafts and Fees.

Holds on your account, including, but not limited to, holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, holds placed on any deposits to your account, holds placed on any account for delinquent loans or lines of credit, holds based on any pledges of your account and any minimum account balance requirements may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. The Credit Union can decide whether an overdraft occurs based on your available balance or your actual balance as determined by the Credit Union in its sole discretion from time to time. However, you should assume that any item which would overdraft your account based on your then-current available balance may create an overdraft. The Credit Union's use of the available balance as described above will affect the Credit Union's determination of an overdraft or potential overdraft for any purpose, including, but not limited to, rejection of attempted items for insufficient funds, transfers pursuant to any overdraft protection plan and coverage under the Bounce Free program and any fees or charges related to such overdrafts and transfers.

### Deposits at Automated Teller Machines

Funds from any deposit (cash or checks) made at automated teller machines (ATM) that the credit union does not own or operate may be unavailable until the fifth business day after the deposit. Funds from any check deposits made at ATMs that the credit union owns or operates and is located on credit union property are subject to the same rules described elsewhere in this policy. Funds from any check deposits made at ATMs that the credit union owns and operates but are not located on credit union property shall be available on the second business day after they are removed from the ATM.

### Cash Withdrawal Limitation

We place certain limitations on withdrawals in cash. In general, \$200 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total of \$400 of other funds becoming available on a given day is available for withdrawal in cash at or after 3:00 p.m. on that day. Any remaining funds will be available for withdrawal in cash on the following business day.

### Special Rules for New Accounts

The following special rules will apply during the first thirty (30) days of new accounts although longer delays may apply.

Funds from electronic direct deposits will be available on the day we receive the deposit. Funds from deposits of cash, wire transfer, and the first \$5,000 of a day's total deposits of cashiers, tellers, certified, travelers, and federal, state, and local government checks will be available on the next business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to the member. The excess over \$5,000 will be available on the seventh (7th) business day after the day of deposit. If deposit of these checks is not made 1 person to one of our employees, the first \$5,000 will not be available until the second business day after the day of deposit. Funds from all other check deposits will be available on the seventh (7th) business day after deposit.

### Business Days and Cut-off Times

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 6:00 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 after that time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

## International ACH Transactions

International ACH Transactions (IAT) that are transmitted to or from any of your accounts may be identified and designated by us for review and examination under the Office of Foreign Assets Control Rules and Regulations (OFAC Rules). In such a case, settlement of the IAT may be delayed or suspended, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on funds covered by the IAT if the IAT is required to be terminated under OFAC Rules. You agree that any such delay is permissible under the laws applicable to the availability of funds held in deposit accounts. In the event an IAT is delayed or terminated, we will provide you such notice as may be required by applicable law.

## Foreign Checks or Drafts

Checks drawn on financial institutions located outside the US (foreign checks) cannot be processed the same as checks drawn on US financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes the credit union to collect the funds from the financial institutions upon which it is drawn.

## Written Notice of Withdrawals

Notwithstanding any statement above, the Credit Union may require a member to give written notice of up to sixty (60) days before any intended withdrawals. The purpose of this statement is to preserve the Credit Union's emergency withdrawal restriction powers set forth in the Florida Statutes. This statement is also made in the "Transaction Limitations" section of the "Membership and Account Agreement" in the Membership Agreement and the "Business Membership and Account Agreement" of the Business Membership Agreement.

## Substitute Checks and Your Rights-Important Information About Your Checking Account

### What Is a Substitute Check?

To make check processing faster, federal law permits financial institutions 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 Florida Credit Union, P.O. Box 5549, Gainesville, FL 32627, 352-377-4141. You must contact us within 40 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 and/or the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

## TRUTH-IN-SAVINGS DISCLOSURES

---

The following disclosures and terms apply to your accounts with the Credit Union. The Rates & Fees Schedule also sets out terms of your accounts and is hereby incorporated by reference as if fully set forth herein.

1. **RATE INFORMATION.** Please see our current Rates & Fees Schedule for current Annual Percentage Yield (APY), any applicable tiers, and variable rate accounts. The Annual Percentage Yield (APY) reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. The interest rate and Annual Percentage Yield (APY) may vary as explained in the Rates & Fees Schedule.
2. **NATURE OF DIVIDENDS.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
3. **COMPOUNDING AND CREDITING.** The frequency with which Interest will be compounded and credited and the Interest Period is set forth on the Rates & Fees Schedule. The Interest Period begins on the first calendar day of the Period and ends on the last calendar of the Period. If you close your deposit account before interest is paid, you will not receive the accrued interest.
4. **MINIMUM BALANCE REQUIREMENTS.** The minimum balance requirements for each account is set forth on the Rates & Fees Schedule. Minimum balance requirements may include a minimum opening deposit, the minimum balance that you must maintain in the account to avoid service fees, and the minimum balance that you must maintain each day to earn the stated Annual Percentage Yield for that account. The Par Value of a share in this credit union is also disclosed on the Rates & Fees Schedule.
5. **BALANCE COMPUTATION METHOD.** We use the Daily Balance Method and the Average Daily Balance Method to calculate Interest on your account, as indicated on your Rates & Fees Schedule. For Certificate and Term Share Accounts: The Daily Balance Method applies a daily periodic rate to the balance in the account each day. For all other Accounts: The Average Daily Balance Method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.
6. **ACCRUAL OF INTEREST ON NONCASH DEPOSITS.** Interest will begin to accrue on the business day that you deposit noncash items (e.g. checks) to your account.
7. **TERM SHARE and CERTIFICATE ACCOUNTS.** The following applies to Term Share and Certificate Accounts:

Maturity. Your account will mature according to the term indicated on the Rates & Fees Schedule, and as indicated on your account summary or statement.

Early Withdrawal; Penalties. We will impose a penalty if you withdraw any of the funds in your account before the maturity date. The amount of the penalty is disclosed on the Rates & Fees Schedule. The penalty is calculated as a forfeiture of part of the dividends that have been or would have been earned on the account, and applies whether or not the dividends have been earned. The penalty may be deducted from the principal amount of the deposit. The Annual Percentage Yield disclosed for your account is based on an assumption that interest will remain in the account until maturity; a withdrawal will reduce earnings. Early withdrawal penalties may be permitted or reduced for IRA accounts or other accounts if applicable law allows.

Renewal Policies. Your term share account may or may not automatically renew at maturity as indicated on the Rates & Fees Schedule. If it automatically renews you will have a grace period, also indicated on the Rates & Fees Schedule, in which you may withdraw or transfer the funds without incurring an Early Withdrawal Penalty. If the account does not automatically renew, the Rates & Fees Schedule or the Account Receipt will indicate whether interest will continue to accrue after maturity.

8. **FEES AND CHARGES.** We may impose fees, charges, or penalties against your account(s). Please see our Rates & Fees Schedule for the types, amounts, and conditions of the fees and charges.

9. **TRANSACTION LIMITATIONS.** For Holiday Savings Accounts: The entire balance will be transferred to your share account on or after November 15th and the account will remain open. For all accounts except checking accounts: During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitations set forth above in any statement period, federal regulations require that your account be subject to a fee or may be closed. For Term Accounts: After your account is opened, your ability to make additional deposits to your account before maturity may be limited, and withdrawals of dividends prior to maturity might result in a penalty. See the Rates & Fees Schedule for more details. For IRA Certificate Accounts: After your account is opened, if you are allowed to make additional deposits, you may not exceed those amounts set forth by applicable law within any single calendar year. Accounts as security for loans and other obligations: If you have pledged your shares in the credit union as borrower or guarantor on any loan or other obligation that you owe to us, or if you are delinquent on that obligation, you cannot withdraw an amount that would cause your accounts to fall below the amount that you owe. See your loan documents for more details. Additional Limitations: Additional limitations may apply to the use of your accounts in accordance with any other Agreements you may have with us, e.g., Electronic Funds Transfer Agreement, Online Banking Agreement, etc.

Written Notice of Withdrawal: The credit union reserves the right to require a member intending to make a withdrawal from any account (except a checking account) to give written notice of such intent not less than seven days and up to 60 days before such withdrawal.

## MOBILE DEPOSIT TERMS AND CONDITIONS

This Agreement governs your use of the Mobile Deposit service (the "Service"). By enrolling to use the Service, or using the Service, you agree to be bound by the terms and conditions contained in this Agreement.

Please read this Agreement carefully and keep it for future reference. In addition to this Agreement, your Account is also governed by our Membership Agreement, including the sections entitled "Membership and Account Agreement," "Electronic Fund Transfers Agreement and Disclosure - Reg E," Truth in Savings Disclosure, and our Fee Schedule (together, the "Deposit Agreement"). However, in the event of a conflict, the terms and conditions of this Agreement shall supersede the terms and conditions of the Deposit Agreement with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreement.

Definitions: "You" and "your" means a person who has applied for or uses the Mobile Deposit service. "Credit Union," "we," "us" and "our" mean Florida Credit Union and its successors or assigns. "Account" means your deposit account with us to which you are authorized to make a deposit using a Remote Device. "Remote Device" means any device acceptable to us from time to time that provides for the capture of images from Items and for transmission through the clearing process. Supported devices are subject to change without prior notice to you. "Check 21" means the Check Clearing for the 21st Century Act. "Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify. "Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21. An "Item" is an original: check, cashier's check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States and payable in U.S. currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under The Expedited Funds Availability Act and Regulation CC. "Mobile Deposit Website Information" means the application download instructions, device instructions, FAQs and other information regarding the Remote Device and the Service we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your Remote Device.

### 1. Mobile Capture Service.

Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Remote Device, and transmitting that Image to us for deposit. You may transmit Images to us only from a Remote Device located in the United States. You agree to endorse any item transmitted through the Service with your signature and adding the restrictive endorsement "For Mobile Deposit at Florida Credit Union, Acct # \_\_\_\_\_, and signature" or as otherwise instructed by us, prior to transmission of the Item. You also agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree Credit Union may, in its sole discretion and without prior notice to you, reject Items not endorsed as set forth herein or as otherwise established by us from time to time.

### 2. Hardware and Software Requirements.

You agree to transmit an Image to us using only a Remote Device approved by us for your use to transmit Images. We may change the list of approved Remote Devices from time to time. We may, but are not required to, reject Images that you transmit to us with an unapproved Remote Device or by other means to which we have not given our consent. You are responsible for the security of the Remote Device and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Remote Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time. You are responsible for all costs of using the Service and operating the Remote Device, including, but not limited to, telephone and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Service. We shall notify you of those requirements, and we may amend them from time to time.

### 3. Image Quality.

You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you. Each Image must include the front and back of the Item and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

### 4. Processing Images.

You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD.

### 5. Limits.

We may establish limits on the dollar amount and/or number of Items or deposits permitted to be deposited by you through use of the Service from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of the established limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

### 6. Deposit of other items; deposits when Service not available.

You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item as expressly identified in Section 12.k. below, or if for any reason we are not able to recognize something transmitted as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a Credit Union branch, ATM, or mail. You further agree to use such other channels when the Service may not be available.

### 7. Returned Items.

You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account or any other account in your name. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD. If an Item is returned or rejected, you will be subject to fees as outlined in the Fee Schedule.

### 8. Handling of Transmitted Items.

You agree not to allow an Item to be deposited or presented for payment more than once to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any financial institution by any means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any

other financial institution, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. You agree to retain the Item for at least 90 calendar days from the date of the Image transmission and, during such 90 day period, securely store the Item and deliver any original Item to us upon our demand. You agree that, upon expiration of such 90 day period, you shall destroy any Item of which you have transmitted an Image or otherwise render it incapable of transmission or presentment.

#### 9. Cooperation with Investigations.

You agree to cooperate with us in the review or investigation of any transactions, poor quality transmissions or claims, including, without limitation, by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

#### 10. Payment Processing.

##### a. Item Processing

At our sole discretion, we may process the Images you send to us electronically through other financial institutions, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your Account or any other account in your name. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

##### b. Receipt of Items

We reserve the right to reject any Image or Item transmitted through the Service, at our discretion, without liability to you. We are not responsible for Images we do not receive or for Images that are dropped during transmission. An Image of an Item shall be deemed received only when you receive a confirmation from us that we have received the Image and accepted your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free.

##### c. Funds availability

If an Image you transmit through the Service is received and accepted before 3:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. You agree, however, that Items transmitted through the Service are not subject to the funds availability requirements set forth in the "Funds Availability Policy" section of the Credit Union's Membership Agreement or Regulation CC of the Federal Reserve Board. Nevertheless, we will generally make the first \$200 of a day's total deposits available by the first (1st) business day after the day of your deposit and the remainder available by the second (2nd) business day after the day of your deposit. We reserve the right to delay availability up to 60 days from the date we receive payment for Items transmitted through the Service.

##### d. Errors

You agree to notify us of any suspected errors regarding Items deposited through the Service as soon as possible, and in no event later than 60 days after the applicable Credit Union account statement is sent to you. Unless you notify us within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

#### 11. Fees.

You are responsible for paying the fees for use of the Service as the Credit Union may change them from time to time. The Credit Union may change the fees for use of the Service at any time pursuant to the section titled "Amendment" below. You authorize the Credit Union to deduct any such fees from any account in your name.

#### 12. Representations and Warranties

You make the following representations and warranties to us:

- a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
- b. You will use the Service to transmit and deposit Images of Items only.
- c. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
- d. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
- e. Items submitted for deposit through use of the Service are valid Items and you will reimburse and indemnify the Credit Union for all loss, damage, and expenses, including reasonable attorney's fees, incurred in defending any allegation that such Items are invalid or fraudulent.
- f. Items have not been altered.
- g. Each Item bears all required and authorized endorsements.
- h. Each Item has been endorsed as "For Mobile Deposit at Florida Credit Union, Acct # \_\_\_\_\_, and signature".
- i. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code.
- j. All Images accurately and legibly represent all of the information on the front and back of the Item.
- k. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, (vi) that is not payable in United States currency, (vii) that is dated more than 6 months prior to the date of deposit, or (ix) that is created by you purportedly on behalf of the maker, such as a remotely created check.
- l. No depository financial institution, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
- m. You will use the Service in the manner required by this Agreement and the Mobile Deposit Website Information.
- n. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement
- o. All information you provide to us is accurate and true.

You shall be deemed to have repeated each of the foregoing representations and warranties each time you transmit an Image through use of the Service.

#### 13. Indemnification and Limitations on Liability.

In addition to the indemnifications and limitations on liability contained in the Owner's Guide to Services, you hereby indemnify and hold harmless Credit Union and each of its directors, officers, employees, agents, successors, and assigns ("Indemnitees") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of (a) the Service, (b) any Image, Item or IRD, (c) any failure by you to comply with the terms of this Agreement or breach by you of any representation or warranty contained herein, (d) any failure by you to comply with applicable laws and regulations, or (e) any acts or omissions of you or any third party. This paragraph shall survive the termination of this Agreement for any reason.

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, OR (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. FURTHER, WE MAKE NO WARRANTY THAT (i) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (ii) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, YOU AGREE FURTHER THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

#### 14. Intellectual Property

This Agreement does not transfer to you any ownership or proprietary rights in the Service or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service, Remote Device and any associated software.

Neither you nor any user you authorize will (a) sell, lease, distribute, license or sublicense the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way.

#### 15. Termination

We may terminate or suspend the Service, or your use of the Service, immediately and at any time with or without notice to you. You may terminate your use of the Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination as provided in the Mobile Deposit Website Information, as it may be amended from time to time, and we have had a reasonable time within which to act upon it. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.

#### 16. Amendment

We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a change is favorable to you, however, we may make the change at any time without advance notice. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, your continued use shall be deemed your acceptance of and agreement to the change.

#### 17. Severability

Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the Service would result in violation of any law, regulation, or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

#### 18. Entire Agreement

This Agreement, the Deposit Agreement and the Mobile Deposit Website Information contain the entire agreement between the parties relating to the subject matter addressed herein, and supersede any prior or contemporaneous understandings or agreements, whether oral or written, between the parties regarding the subject matter contained herein.

#### 19. Headings

The headings preceding the text of the sections and subsections of this Agreement are used solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

#### 20. Assignment

This Agreement shall not be assigned or delegated by you without the prior written consent of Credit Union.

#### 21. Governing Law

This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to the laws of the State of Florida and of the United States. In the event of any dispute arising out of or related to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery. You and we agree any legal action related to this Agreement shall be filed and heard in Alachua County, Florida, except as prohibited by applicable law.

Electronic Signature: You consent and agree that your enrollment to use the Service or your use of the Service constitutes your signature, acceptance and agreement to the terms and conditions of this Agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.