

## MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your and our rights and responsibilities concerning Account(s) offered to you by Florida Telco Credit Union (Credit Union). In this Agreement, the words "you" and "yours" mean anyone who signs an Account Card, Account Designation Card or Account Change Card (Account Card) or anyone signing in a representative capacity appointed by or on behalf of the owner(s) to sign on the account. 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 the Credit Union. The word "loan" means any and all loans extended by us to you. The words "line of credit" mean any and all lines of credit extended by us to you. The word "PIN" means your personal identification number.

The Account type, classification and form of ownership, and any beneficiary designation of your account are set forth on your Account Card. By signing an Account Card, each of you, jointly and severally, agrees to the terms and conditions in this Agreement and Account Card, the Truth-in-Savings Rate and Fee Schedule (Rate and Fee Schedule) accompanying this Agreement, the Regulation E "Electronic Funds Transfer" Disclosure, the Funds Availability Policy Disclosure, any Account Receipt accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments of these documents from time to time which collectively govern your Membership and Accounts.

1. **Membership Eligibility.** To join the Credit Union you must meet the membership requirements including purchase and maintenance of at least one (1) share ("membership share") as set forth in the Credit Union's Bylaws. You authorize us to investigate and reinvestigate at any time any information provided by you in connection with your application for any account or service, check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.
2. **Single Party Accounts.** A single party account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death.
3. **Multiple Party Accounts.** An account owned by two or more persons is a multiple party account.
  - a. **Rights of Survivorship.** All multiple party accounts are accounts with rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any pledge, security interest or contractual lien granted by a deceased owner, even if a surviving owner did not consent to it.
  - b. **Control of Multiple Party Owners.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions, requests for future services, and other account matters. Each owner guarantees the signature of any other owner(s). Any account owner may withdraw all funds in the account, close the account, stop payment on items drawn on an account, transfer, or pledge to the Credit Union all or any part of the shares of any account without the consent of the other account owner(s) and the Credit Union shall have no duty in such event to notify any other account owner(s). Without the consent of the other account owner(s), any account owner may request and we may approve services or access devices, including but not limited to ATM or VISA ATM/Check Card, Audio Response, Internet Banking, automatic transfer, electronic record delivery. You understand that with these services and access devices an account owner can access all account and loan types including but not limited to making loan advances on certain loan types whether or not they are obligated to that loan. We reserve the right at any time to require written consent of all account owners for a change of ownership, services, or termination of a multiple party account. If the Credit Union is notified, or has reason to believe that there is a dispute between account owners, or that the ownership of funds or the right to make withdrawals is disputed, or if the Credit Union receives inconsistent instructions from account owners, the Credit Union may suspend or terminate the account or place a "hold" on the account pending resolution of the dispute at your expense and the Credit Union's satisfaction, or require that all account owners agree in writing to any transaction concerning the account. Alternatively, the Credit Union may deposit any funds in the account into the registry of a court of competent jurisdiction pending issuance of a court order determining who is the owner or who is authorized to transact business on the account, or otherwise directing the Credit Union with respect to the account.
  - c. **Multiple Party Account Owner Liability.** 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 any transaction, each of the multiple party account owners, jointly and severally is liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, now or in the future, we may enforce our rights against any account of an owner or all funds in the multiple party account regardless of who contributed them.
4. **POD Account Designations.** A Payable on Death (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner(s) during his, her or their lifetimes and upon the death of the last account owner, payable to any named and surviving POD beneficiary. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship, meaning the deceased beneficiary's interest passes to his or her estate. Any contractual or statutory lien must first be satisfied before the rights of any POD Beneficiary become effective. At the Credit Union's option, the debt may be satisfied with the funds in the account. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which shall be governed by a separate beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.
5. **Accounts for Minors.** We may 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 amounts on such account. We may pay funds directly to the minor without regard to his or her minority. 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.
6. **Uniform Transfers to Minors Account.** A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made, is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. The custodian may appoint a successor custodian to act on his/her behalf in the event the custodian becomes incapacitated or dies. If the custodian dies, and there is no successor custodian designated, we may suspend the account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.
7. **Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any

transaction made by the agent.

8. Deposit of Funds Requirements. Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule. The Credit Union has the right to limit, refuse or return any deposit. If we discover an error in any deposit, we will make correcting entries and will notify you of the correction.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth in the front or back of the check or draft, we may require endorsement as set forth in the item. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. The Credit Union reserves the right, in its sole discretion, not to accept items which contain multiple endorsements.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities, such as night depositories, are not our responsibility until we receive them. 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. Items drawn on an institution located outside the United States are handled on a collection basis only. Amounts will be credited when received, however funds will be held until we receive final payment. We may charge you a fee for processing international deposits as set forth in the Rate and Fee Schedule. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

c. 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, whether the actual item is returned or not, 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. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

d. 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 authorization 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.

e. 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. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union.

9. Account Access.

a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account in any manner we permit (e.g., at an automated teller machine (ATMs) or point-of-sale terminal, in person, by mail, automatic transfer, draft, audio response, Internet Banking or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney. If the Credit Union does, in its sole discretion, accept or act upon a power of attorney presented to it, any action taken by the Credit Union pursuant to the power of attorney shall be binding upon you provided that such action is taken before the Credit Union receives and has a reasonable opportunity to act upon: (1) written notice of revocation of the power of attorney (2) written notice of death of the donor of the power of attorney; (3) written notice of a pending petition to determine the donor's competency or capacity or to appoint a guardian unless it is a durable power of attorney; (4) certified copy of a court order declaring the donor incompetent or incapacitated or (5) written notice that a guardian of the donor's person or property has been appointed.

c. Internet Banking and Audio Response. If you have requested and we have granted you access to your account by **Private PC PLUS**, our Internet banking service ("Internet Banking") and/or **Private Line Plus** our audio response service ("Audio Response") such access is subject to the terms and conditions of this Agreement. To access your account, line of credit or loan using Internet Banking or Audio Response, you must use your account number and your PIN. You will be assigned an initial PIN. You may use this initial PIN to access Audio Response and/or Internet Banking and then change your PIN. You agree to hold your PIN in strict confidence. You will notify us immediately of loss or theft of your PIN. If we receive such a notice, we may in our discretion, freeze your account, line of credit or loans to prevent further electronic access. We may, in our discretion, reissue and reactivate a new PIN for your use. Delivering the PIN to another person constitutes authorization of that person to conduct any Internet Banking or Audio Response transaction or inquiry on your account, line of credit and/or loan. You are liable for all authorized transactions. Authorized use of the PIN for any Audio Response or Internet Banking transaction is an order by you for that transaction on your account, line of credit and/or loan. Check withdrawal requests made after 4:00 p.m. on a business day may not be completed and mailed until the next business day. Other transactions made after business hours, as defined on the Rate and Fee Schedule, may not be effective until the next Credit Union business day. This Agreement governs all Internet Banking and Audio Response transactions, except those governed by agreements for loan accounts. If you have not accessed your account with Internet Banking for a period of 90 days, your access will be terminated by the Credit Union. If you access is terminated due to inactivity, you may request reactivation of Internet Banking when needed. We may require that request to be in writing.

If we provide the service, you may use the BillPayer PLUS feature of Internet Banking to pay bills from your share draft (checking) account. Payments may be remitted electronically or by paper checks, depending upon the preferences and capabilities of the payee. If you instruct Bill Payer PLUS to make a payment on a specific date, we will process the transaction on that date if it is a business day. If the date you request is not a business day, we will process the transaction on the next business day. Instructions we receive before 8:30 a.m. will be processed that business day (unless you specify a future date.) Instructions we receive after this time may not be processed until the next business day. Your share draft (checking) account must contain sufficient, available, verified funds at the time the BillPayer PLUS payment order is initiated by us for the payment order to be processed. If a payment order is not processed due to insufficient funds, you must initiate the order again in order for it to be processed. You may be charged a fee for a payment order not processed due to insufficient funds as set forth in the Rate and Fee Schedule. You must allow sufficient time for vendors to process your payment after they receive a payment from us. We cannot guarantee the time that any payment will be credited to your account by the vendor. We shall have no liability for any special, indirect or consequential damages arising from any failure of or error in any BillPayer PLUS payment order. There may be

fees associated with the use of Internet Banking and BillPayer PLUS as set forth in the Rate and Fee Schedule.

d. ATM Card(s) and VISA ATM/Check Card(s). Upon approval of your application for an ATM card or VISA ATM/Check Card (collectively referred to as "card"), a card will be mailed to you. Your card is encoded with a PIN which will be mailed to you under separate cover a few days after you receive your card. To activate your card, your first use of the card must be at an ATM machine. You may change your card PIN by bringing the card into the Credit Union. You are responsible for the safekeeping of your PIN. The PIN is confidential and should not be disclosed to third parties or recorded on or with the card. You agree to hold the PIN in strict confidence and you will notify us immediately of loss or theft of the card and/or PIN. Delivering the card, the card number, and/or PIN to another person constitutes authorization of that person to use the card. You will be liable for all authorized use of the card. If you fail to maintain the security of your PIN, we may terminate card access immediately. Although the sales, cash advance, or other slips or receipts that you sign or receive when using the card and/or PIN may contain different terms, this Agreement is the sole Agreement that applies to all transactions related to the card and/or PIN except those transactions governed by agreements for your loan account. Use of the card, the account number, the PIN, or any combination of the three for payments, purchases or to obtain cash from merchants, financial institutions, ATMs or others who honor VISA cards is an order by you for that transaction on your account. Each transaction with the card will be charged to the account on the date the transaction is posted to the account. Deposit and payment receipts are binding on the Credit Union only after verification by us. We are not liable for the refusal or inability of any electronic terminal, merchant or financial institution to honor the card or to complete a withdrawal from your account, or for the terminal's, merchant's or financial institution's retention of the card. We are not subject to claims and defenses arising out of goods or services you purchase with the card. Transactions initiated in foreign countries and foreign currencies will be charged to your account in U.S. Dollars. The conversion rate to U.S. Dollars will be made in accordance with the operating regulations for international transactions established by VISA International, Inc., or the ATM network through whose facilities such transactions are handled. You agree to pay all charges (purchases, withdrawals and cash advances) to your account made by you or anyone whom you authorized to use the card. You agree to pay any fees and charges assessed against your account under the terms of this Agreement and any other agreement with us. The card is the property of the Credit Union which may, without liability or advance notice, revoke or limit any or all card uses. The card may not be used after we cancel it or after it has expired. If we cancel the card, you agree to send the card to us.

e. ACH & Wire Transfers. You may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. We have established rules and security procedures for initiating and receiving funds transfers not subject to Electronic Funds Transfer Act or Regulation E. These include a requirement that you sign a Florida Telco Wire Transfer Request before we initiate a funds transfer. You agree to our established rules and security procedures for funds transfers as referenced herein. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account number and routing/transfer or other identifying number. The Credit Union (and other institutions) may rely on the account number and routing/transfer or other identifying number as the proper identification, even if it identifies a different party or institution. In the event the Credit Union shall be liable to you for the delay or improper completion of funds transfer as a result of our error, our liability shall be limited to payment for loss of interest on the use of the funds. Interest shall be calculated on the basis of the dividend rate paid on the account with Florida Telco Credit Union from which the Funds Transfer should have occurred or to which the proceeds of the Funds Transfer were deposited for the period involved. Any such compensation will be paid, at our option, by either (1) a lump sum payment of cash, or (2) a credit to your account with us, or (3) effective dating the Funds Transfer to the date that the transaction should have occurred when the transaction is a credit to your account with us. The Credit Union has established a cut-off time for receipt and processing of Funds Transfers of 3:00 p.m. on business days that are not federal holidays. Funds Transfers requests received after 3:00 p.m. on business days or received on business days that are federal holidays may not be processed until the next business day that is not a federal holiday. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

f. Credit Union Examination. We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. Account Rates and Fees. We pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule. We may change the Rate and Fee Schedule at any time and will notify you as required by law. The Credit Union will not be liable for dishonoring any items because of insufficient funds resulting from the deduction of such fees.

#### 11. Transaction Limitations.

a. Withdrawal Restrictions. We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge, set forth in the Rate and Fee Schedule. 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. 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; (5) you fail to repay a Credit Union loan on time. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

b. Transfer Limitations. For all accounts except share draft (checking) accounts, you may make up to six (6) preauthorized, automatic, telephonic, PC Internet Banking or audio response transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card. 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). You may make unlimited transfers in the following manner: (i) transfers to any loan account with the Credit Union; or (ii) transfers to another Credit Union account or withdrawal checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations as set forth above in any statement period, the Credit Union may refuse or reverse the transfer. These limitations are in accordance with Regulation D.

12. Term Share Certificate Accounts. Any term share certificate we offer, is subject to the terms of this Agreement, the Rate and Fee Schedule and Account Deposit Receipt for each account the terms of which are incorporated herein by reference.

#### 13. Overdrafts.

a. Overdraft Liability. If on any day, the funds in your share draft (checking) or money market account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have 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 Rate and Fee 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. We reserve the right to pursue collection of previously

dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. **Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this Agreement or an overdraft line of credit account, as you have directed, or as required under the Credit Union's overdraft protection policy. An overdraft transfer from an overdraft line of credit will not be permitted unless the credit agreement and the credit limit are approved and in effect at the time the overdraft is presented. You agree the overdraft shall be an application for an advance from the overdraft line of credit in the amount necessary to cover the overdraft plus any fees. If the advance would exceed the available credit on the overdraft line of credit, the overdraft shall not be treated as an application for an advance from the overdraft line of credit. We may refuse at any time to exercise this option should any loan or fees be delinquent or in default on any of your Credit Union account(s). We may refuse to make any overdraft transfers at any time for any reason without prior notice. The Credit Union will not make an overdraft transfer that would exceed "Regulation D transfer limitations" as described above. An overdraft authorization plan may be canceled by you at any time by providing written notice from all owners, signers and co-signers of the account and line of credit account. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice (up to two (2) business days). The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule. This Agreement governs all transfers, except those governed by agreements for loan accounts.

14. **Postdated and Stale Dated Drafts.** We may pay any draft without regard to its date unless you notify us of a postdating. There is a fee for giving us a postdated item notice as set forth in the Rate and Fee Schedule. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice (up to two (2) business days) and must accurately describe the draft, including the exact number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. All postdating notices must be done in writing. You may make notice in person, by mail or by facsimile transmission. Notice made by facsimile transmission will be done at your own risk. You understand and agree that the Credit Union is not required to send notice to you when you make notice by mail or facsimile transmission. 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 or after they are properly payable. The Credit Union shall have the right, at our option and without notice to you, to pay or return any check or draft which is presented for payment against your account more than six (6) months after its date, and we shall have no liability to you for taking either such action.

15. **Stop Payment Orders.**

a. **Stop Payment Order Request.** You may request a written stop payment order on any share draft drawn on your share draft (checking) or money market account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. You may request a stop payment by mail, by audio response, by PC Internet Banking, by facsimile transmission or in person. Stop payment orders made through audio response or by facsimile transmission will be done at your own risk. You understand and agree that the Credit Union is not required to send notice to you when a stop payment request is placed by mail, audio response, by PC Internet Banking or facsimile transmission. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order (up to two (2) business days), and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If the Credit Union pays an item for which a valid and timely stop payment order was received, the Credit Union will not be liable to you for any indirect or consequential damages. 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 all of your rights against the payee or other holders of the draft to us, and to assist us in any legal action. Any account owner may place a stop payment order regardless of who wrote the draft. Any account owner may cancel a stop payment order regardless of who placed the stop payment.

b. **Duration of Order.** A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

c. **Liability.** Fees for stop payment orders are set forth on the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's 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 agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

16. **Credit Union Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

17. **Credit Union Lien and Security Interest.** If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the account funds in any account in which you have an ownership interest, unless prohibited by law, regardless of the source of the funds or whether the debt is several and the account is joint, or the debt is joint and the account is several, and regardless of whether the withdrawal of funds by the Credit Union from any of your accounts results in an interest penalty or the dishonor of subsequent checks. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

18. **Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. 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. We may charge you a fee for Legal Process, as set forth in the Rate and Fee Schedule.

19. **Credit Union's Costs and Attorneys' Fees.** If we incur any costs or attorneys' fees in connection with any legal process affecting your account, any lawsuit instituted by you against us where we are the prevailing party, any ownership or authority disputes regarding your account, or any action, including collection of overdrafts, account deficiencies and charges on the account, taken against you for any reason regarding your account, we shall have the right to charge such costs or attorneys' fees to the affected account or to any other account(s) you may have with us, whether the affected account is joint and the other account(s) is several, or whether the other account(s) is joint and the affected account is several. Alternatively, the Credit Union, at its sole discretion, may bill you directly for such costs or attorneys' fees which shall be due and payable to the Credit Union immediately upon receipt by you.

20. Indemnity of Credit Union. If we take any action with respect to your account in accordance with your written instructions and we incur any loss, liability, damage, cost or expense (including the expense of employing legal counsel to defend us) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify and hold us harmless from and against such loss, liability or damage and to reimburse us for such cost or expense.

21. Account Information. Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. You authorize us to report information about your account to any consumer reporting agency. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

22. Notices.

a. Name or Address Changes. You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require any notice of change to be made in writing. If any statement is returned to us because of an incorrect address we may stop sending statements to you and we may impose a fee as set forth in the Rate and Fee Schedule.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners. Any one of you can notify us and we may consider it to be notice from all of you, however, we reserve the right at any time to require written notice from all account owners. All notices must be in writing unless required otherwise.

23. Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may refuse to open your account. We may at any time require proof of a correct TIN and failure to provide this proof may result in termination of your account. In regards to non-resident aliens, the Credit Union reserves the right to open an account only in the name of non-resident alien owners who have signed, dated and submitted Form W-8 Certificates.

24. Statements.

a. Contents. We will mail to you a periodic statement of transactions and activity on your account during the statement period, as required by applicable law, either monthly or quarterly depending on the type of account and the services you have with us. You agree that only one statement is necessary for a multiple party account. For share draft (checking) accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. The fee for copies of drafts is set forth in the Rate and Fee Schedule. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.

b. Examination. You are responsible for examining each statement and reporting any errors or irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on 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 any statement is returned to us because of an incorrect address, we may stop sending statements to you. You will be responsible to the same care in reviewing the statements as if they were mailed.

c. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

25. Inactive Accounts. If a deposit or withdrawal has not been made on your account within a two (2) year period, the Credit Union may classify your account as a dormant account. The Credit Union may charge a dormant account fee for processing your dormant account as set forth in the Rate and Fee Schedule. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable 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 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.

26. Special Account Instructions. You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us. If we, in our sole discretion, need to consult legal counsel regarding your request for our own protection or to properly accommodate your request, you agree to reimburse us any attorneys' fees.

27. Termination of Account. We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. 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.

28. **Suspension of Services.** If you cause a loss to the credit union, become delinquent in any loan payment, or if any account of yours is overdrawn, we may suspend any and/or all services including but not limited to ATM and check (debit) card service, share draft and Money Market accounts, purchasing of cashiers' or travelers' checks, check cashing, safe deposit box rental, notary service, credit cards and other loans, audio response, payment of interest or dividends.

29. **Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union or providing false information when applying for any account, service or loan. If you reduce your share balance below the par value of one share and do not increase the balance to at least the par value of one share within six months of the reduction, your account may be charged a fee equal to the balance of your account and you may be terminated from membership.

30. **Death 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. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased 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 a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

31. **Severability.** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

32. **Enforcement.** You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

33. **Governing Law.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state of Florida, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

## **FUNDS AVAILABILITY POLICY DISCLOSURE**

### **YOUR ABILITY TO WITHDRAW FUNDS AT FLORIDA TELCO CREDIT UNION**

Our policy is to make deposited funds available in compliance with the Expedited Funds Availability Act. Our policy defines when we will make funds available to our members. Our policy also defines the conditions of availability allowed while protecting the credit union against undue risk or loss through dishonored and returned checks.

Funds deposited in person to a credit union employee are considered deposited that day. Funds mailed to the credit union are considered deposited when received. Funds deposited in non-staffed depositories are considered received when removed and available for processing. Funds deposited on a day the credit union is closed are considered received the next business day. Funds deposited at a shared service facility are considered deposited that day provided that all communication networks are operational permitting the facility to electronically transmit your transaction to your account. Funds deposited at a shared service facility during a time when communication networks are not operational will be considered deposited the next business day that we are open.

To determine when your funds are available, the length of hold is counted in business days after the day of deposit. Every day except Saturday, Sunday or a federal holiday is a business day. Availability does not guarantee ultimate collection of non-cash funds. Any dishonored instrument(s) will be charged back against your share, share draft or loan account.

We have different deposit cut-off hours for different days and different locations depending on that location's hours of operation. Our earliest deposit cut-off hour for deposits made at our branch offices is 4:30 p.m. Our earliest cut-off hour for deposits made at an automated teller machine is 4:30 p.m. Our earliest cut-off hour for deposits made at a shared service facility will be at the close of business of that facility or at 4:30 p.m., whichever is earlier. If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit at a shared service facility before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit provided that all communication networks are operational permitting the facility to electronically transmit your transaction to your account. If you make a deposit at a shared service facility during a time when communication networks are not operational, after our cut-off hour, or on a day we are not open, we will consider that the deposit was made on the next business day that we are open.

#### **Immediate Availability**

Funds from wire transfers and electronic deposits will be available immediately when we receive the deposit.

If you make the deposit in person to one of our employees, funds from the following deposits will be available immediately:

- Cash
- U.S. Treasury Checks payable to you
- Checks drawn on Florida Telco Credit Union
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders payable to you
- State and local government checks payable to you
- Cashiers', certified and tellers' checks payable to you

If you do not make the deposit in person to one of our employees, funds from these deposits will be available on the first business day after the day of your deposit.

If you make a deposit of the above-listed funds at a shared service facility, the deposit will be immediately available provided that at the time of deposit all communication networks are operational permitting the facility to electronically transmit your transaction to your account. If you make a deposit of any of the above-listed funds at a shared service facility during a time when communication networks are not operational, the funds will be available on the first business day after the day of your deposit.

### Availability Of Other Checks Deposited

Depending on the type of check you deposit, local or nonlocal, funds may not be available until the second or fifth business day after the day of your deposit. However, the first \$100 of your deposits will be available on the first business day after the day of your deposit. Until your funds are made available, you may not withdraw the funds or write any checks against the funds.

#### Type of Deposit

#### Availability

Local Check SECOND business day after date of deposit

Nonlocal Check FIFTH business day after date of deposit

#### Examples:

\$500 LOCAL check deposited on Monday; \$100 is available on Tuesday and the remaining \$400 will be available on Wednesday.

\$500 NONLOCAL check deposited on Monday; \$100 is available on Tuesday and the remaining \$400 will be available on Monday of the following week.

If we are not going to make all of the funds from your deposit available on the day we receive your deposit, 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 at a shared service facility, 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.

### Definition of Local and Nonlocal Checks for Deposits at a Shared Service Facility

A local check is a check drawn on a financial institution in the same check processing region as the shared service facility where the deposit is made. A nonlocal check is a check drawn on a financial institution located in a check processing region different from the shared service facility where the deposit is made. To determine whether a check you are depositing is a local or nonlocal check, ask at the shared service facility where the deposit is made.

### Definition of Local and Nonlocal Checks for Deposits at Locations Other than a Shared Service Facility

A local check is a check drawn on a financial institution in the same check processing region as Florida Telco Credit Union. A nonlocal check is a check drawn on a financial institution located in a check processing region different from Florida Telco Credit Union. To determine whether a check you are depositing is a local check, look at the bottom of the check to find the four-digit routing number. See diagram below:

If these four digits are 0630, 0631, 0632, 2630, 2631 or 2632, then you are depositing a local check.

Some checks are marked "payable-through" and have a four -digit or nine-digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or nonlocal.

### ATM Deposits

If you make a deposit at an Automated Teller Machine, your deposit will be available the next business day after the business day of deposit. If we are not going to make the funds available to you, we will mail you a notice the next business day after we receive your deposit.

### Longer Delays May Apply

The law allows us to lengthen the time before your deposit is available under such conditions:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or 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. They will generally be available no later than the eleventh business day after the day of your deposit.

### Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's traveler's and federal, state and local government checks will be available will be available for immediate withdrawal if the deposits meets certain conditions. For example, the checks must be payable to you. The excess of the \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,000 may not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## ELECTRONIC FUNDS TRANSFER DISCLOSURE

### Consumer's Liability for Unauthorized Transfers and Advisability of Prompt Reporting

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your Card or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card or PIN 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 PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, 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.

### Telephone Number and Address to Be Notified in the Event of an Unauthorized Transfer

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:(904) 723-6300 or (800) 342-2352 (in Florida) or write to us at: Florida Telco Credit Union, P.O. Box 16688. Jacksonville, FL 32245-6688.

### What Constitutes a Credit Union Business Day

For purposes of these disclosures, our business days are Monday through Friday. The following holidays are not included: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

### Types of Available Transfers and Limits on Transfers

**ATM Transactions and Limitations** - You may access your Account(s) by ATM using your ATM Card or VISA ATM/Check Card and PIN to:

- make deposits to Share Savings, Share Draft (Checking) and Money Market Account(s) at Credit Unions own ATMs or those on the Credit Union 24 Network
- make cash withdrawals from Share Savings, Share Draft (Checking) and Money Market Account(s). You may not withdraw more than \$500 per day.
- make cash advances from an approved line of credit
- transfer funds between Share Savings Account, Share Draft (Checking) and Money Market Account(s)
- make balance inquiries on your Share Savings, Share Draft (Checking) and Money Market Account(s)

**Point-of-Sale (POS) Transactions** - You may use you ATM Card (in person) to access your Share Draft (Checking) account(s) to purchase goods and pay for services at participating merchants. You may buy up to \$500 worth of goods or services per day using your ATM, inclusive of ATM withdrawals.

**Check Card Transactions** - You may use your Check Card to access your Share Draft (Checking) Account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), or get cash from a participating merchant or from a participating financial institution. You may buy up to \$2000 worth of goods or services each day using you VISA ATM/Check Card.

**Audio Response and Internet Banking Transactions and Limitations** - You may access your Accounts, Line of Credit or Loans by using your PIN and Internet Banking or Audio Response to:

- Transfer between Share Savings Account, Share Draft (Checking) Account, Money Market Account, Reserve Savings Account or an approved Line of Credit.
- Transfer from Share Savings Account, Share Draft (Checking) Account, Money Market Account, Reserve Savings Account, to an approved Line of Credit, Holiday Savings Account or Loan.
- Transfer from an approved Line of Credit to your Holiday Savings Account.
- Make check withdrawal from Share Savings Account, Share Draft (Checking) Account, Money Market Account, Reserve Savings Account, or an approved Line of Credit.
- Make balance and transaction history inquiries on Share Savings Account, Share Draft (Checking) Account, Individual Retirement Account, Term Share Certificate, Money Market Account, Reserve Savings Account, Holiday Savings Account, a Line of Credit or Loan.
- Change your Internet Banking or Audio Response Personal Identification Number (PIN).
- If the BillPayer Feature is offered, you may also use Internet Banking to request that bills be paid from your share draft (checking) account in the amounts and on the days you request

If the BillPayer Feature is offered with Internet Banking, there are no limitations on the number of bills you can pay. There are no limitations on the frequency of Internet Banking, or Audio Response transactions. For all accounts except Share Draft (Checking) Accounts, you may make up to six (6) preauthorized, automatic, telephonic, audio response and Internet Banking transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the automated clearing house (ACH). There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union; or (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union will refuse the transfer and the Credit Union may impose a charge.

Internet Banking and Audio Response transfers and requests received after business hours as defined on the Rate and Fee Schedule on any business day may not be effective until the next business day. Check withdrawal requests made after 4:00 P.M. on a business day may not be mailed until the next business day that is not a holiday. Any BillPayer payment order received by us before midnight will be processed the same day. BillPayer orders are processed on all days except Sunday and federal holidays. Orders submitted on a Sunday or federal holiday will be processed on the next day that is not a Sunday or federal holiday.

FOR SECURITY REASONS THERE MAY BE OTHER LIMITATIONS ON THE NUMBERS OF TRANSFERS YOU CAN MAKE USING YOUR CARD AND/OR PIN.

### Preauthorized Payments

**Your Right to Stop Payment.** If you have arranged to make regular payments out of your account, you can stop any of these payments by calling us at (904) 723-6300 or (800) 342-2352 in Florida or writing us at Florida Telco Credit Union, P.O. Box 16688, Jacksonville, FL 32245, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop-payment order you give, as set forth

in the Rate and Fee Schedule.

**Notice of varying amounts.** If these regular payments may vary in amount, the person or company you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **Charges for Access and Transfers**

All fees are set forth in the Rate and Fee Schedule.

#### **Right to Receive Documentation of Transfers**

If you have arranged to have direct deposit made to your account you may use Audio Response at (904) 724-6788 or toll free in Florida at (800) 826-1474, or Internet Banking to find out whether or not the deposit has been made.

You can get a receipt at the time you make any transfer to or from your account(s) using one of our automated teller machines or point-of-sale terminals.

You will get a monthly account statement from us for your Share Draft (Checking) and Money Market account(s).

You will get a monthly account statement from us for your Share Savings Account(s), Holiday Savings Account and Reserve Account, Individual Retirement Account, Line of Credit and Loan unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### **Credit Union's 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 money in your account to make the transfer;
- if the transfer would go over the credit limit on your overdraft line;
- if the automated teller machine where you are making the transfer does not have enough cash;
- if the terminal or system 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.
- if the terminal or system fails to perform your transfer due to mechanical malfunction or power failure;
- if you previously reported your Card or PIN lost or stolen or transfer is unauthorized or your card is damaged;
- if the transfer would cause you to exceed Regulation D transfer limitations as described in your Membership and Account Agreement.

There may be other exceptions stated in our Agreement with you.

#### **Disclosure of Account Information to Third Parties**

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

- (1) where it is necessary for completing transfers, or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (3) in order to comply with government agency or court order, or
- (4) if you give us your written permission.

#### **In Case of Errors or Questions About Your Electronic Transfers:**

Telephone us at (904) 723-6300, or write: Florida Telco Credit Union, P.O. Box 16688, Jacksonville, Florida 32245-6688, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) 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 recredit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after our investigation. You may ask for copies of the documents that we used in our investigation.

## ATM SAFETY PRECAUTIONS

Please take the following precautions when using your Card at an automated teller machine:

1. Always remain alert and aware of your surroundings when approaching, using and leaving an ATM.
2. There is safety in numbers. If possible, have someone you know and trust accompany you when using an ATM.
3. **Do not** write your PIN on your card or a piece of paper in your wallet or purse. **Do not** use a PIN that would be easily guessed by an unauthorized person, such as your birth date or portions of your Social Security Number.
4. Have your Card out and ready to use before you approach the ATM. Complete your ATM transaction quickly.
5. Stand directly in front of the ATM view screen and keypad to prevent someone from seeing your PIN.
6. Do not display your cash while at or while leaving the ATM. Secure your cash and Card as soon as the transaction is completed. Wait until you are in the safety of your vehicle or another safe area to count your cash.
7. If you are confronted with any suspicious activities while engaging in an ATM transaction, cancel your transaction, secure your Card and leave immediately. Please report any suspicious activities to the ATM owner/operator and the local police as soon as possible.