

1. In the following Agreement:
  - a. the singular includes the plural;
  - b. "ATS" means the PRIVATE LINE and the PRIVATE PC Automated Transfer Service;
  - c. "Credit Union" means Florida Telco Credit Union;
  - d. "you and "your" means each person who signs the Cross-Account Transfer Application;
  - e. "Account" means any and all deposit, transaction, and share accounts owned by any of you;
  - f. "Line of Credit" means any and all lines of credit issued by Credit Union to any of you;
  - g. "Loan" means any and all loans extended by Credit Union to any of you;
  - h. "PIN" means the ATS personal identification number; and
  - i. "Authorized Person" means any and all persons listed on the Cross-Account Transfer Application, and any person subsequently added to any of the above listed accounts.
2. Any Authorized Person is authorized by you to make any ATS transactions or inquiry on your Account, Line of Credit, and Loan, including, but not limited to transfers to and from your Account, and from your Line of Credit, and to and from your Loan. Authorized Persons are not required to use your PIN; each Authorized Person may access your Account, Line of Credit, and Loan using the PIN issued to the Authorized Person.
3. Any person to whom an Authorized Person delivers their PIN, or is rightfully issued by Credit Union a PIN, is also authorized by you to make any ATS transaction or inquiry on your account, Line of Credit and Loan, including but not limited to, transfers to and from your Account, to and from your Line of Credit and to and from your Loan.
4. Except as inconsistent with this Agreement, use of ATS by Authorized Person and persons to whom Authorized Persons deliver their PINs is subject to the terms and conditions of your Audio Response Agreement, Membership and Account Agreement, Personal Computer Home Banking Agreement, Line of Credit Agreements, and Loan Agreements as amended by Credit Union from time to time, which are incorporated by reference herein. Changes in the terms and conditions of your Audio Response Agreement, Membership and Account agreements, Line of Credit Agreements may affect the use of ATS.
5. This Agreement may be amended by Credit Union at any time at its discretion. You will receive notice of amendments as required by applicable law without restatement of the terms herein.
6. You agree to pay all charges to your Account, Line of Credit, and/or Loan made by any Authorized Person and any person to whom an Authorized Person delivers their PIN. You agree to pay any fees and charges assessed against your account, Line of Credit, and/or Loan under the terms of this Agreement and any other agreement with Credit Union. If you do not pay any amounts owing to Credit Union under this Agreement (including any overdrafts on your Account), you authorize Credit Union, in its sole discretion, to add any amount owing to Credit Union to the balance of any Loan or Line of Credit.
7. ATS is the property of Credit Union which may, without liability to you or advance notice (except as required by applicable law), revoke or limit any or all uses of ATS.
8. You may terminate access by an Authorized Person (or a person to whom an Authorized Person delivers their PIN) to your Account, Line of Credit, and Loan by mailing or delivering written notice to Credit Union. However, your notice is ineffective until Credit Union receives your notice and has a reasonable opportunity to act upon it. In any event, your notice will be ineffective on Credit Union before midnight of the Credit Union business day following the receipt of such notice by Credit Union.
9. You agree to indemnify Credit Union for any amounts, including but not limited to expenses, court costs, and attorney fees, incurred by Credit Union in the event of an overdraft or your failure to perform according to the provisions of the Agreement. You agree to hold Credit Union harmless for any failure of the ATS system due to electronic, mechanical, or similar problems beyond the control of Credit Union.
10. Statements and notices will be mailed to you at the most recent address you have given Credit Union. Notice to any of you will be notice to all of you.
11. To be effective, any waiver or modification of any term or condition of this Agreement must be in writing and signed by an authorized Credit Union officer and shall not be considered as a waiver of any future or other obligation or right.
12. If any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.
13. This Agreement is governed by the Bylaws of Credit Union, federal laws and regulations, the laws and regulations of the State of Florida and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which Credit Union's principal place of doing business is located.
14. If legal action is necessary to enforce this Agreement or collect any amounts owing to Credit Union or fees or charges assessed under this Agreement, Credit Union has the right, subject to applicable law, to payment by you of all attorney's fees and costs, including any appeal and any post-judgment actions. You agree that such legal action may be filed and heard in the county and state in which Credit Union's principal place of doing business is located, if allowed by applicable law.



## Overdraft Protection Plan Agreement

Complete and mail this page to:  
 Florida Telco Credit Union/Member Services  
 PO Box 16688 • Jacksonville, FL 32245

MEMBER NAME	ACCOUNT NUMBER	ACCOUNT TYPE (or SUFFIX)

1. In this agreement, the singular includes the plural. The word "account" includes both share/deposit accounts and lines of credit.
2. If an overdraft occurs on the above designated account, I request a transfer of funds necessary to cover the overdraft amount plus any fees imposed by Florida Telco Credit Union (hereafter "Credit Union") from one or more of the following accounts. My first choice, second choice, etc., to be used for overdraft protection is indicated below by the numbers "1", "2", etc. in the "Priority" column next to each account.

PRIORITY	ACCOUNT NUMBER	ACCOUNT TYPE (or SUFFIX)
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

3. 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. I 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. The Credit Union may refuse at any time to exercise this option should any loan or fees be delinquent or in default on any of my Credit Union account(s).
4. All owners, signers and co-signers as applicable of the account(s) to be used for overdraft protection must agree to the terms herein by signing below.
5. The Credit Union 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 cause a "savings deposit" as defined by Regulation D to exceed the six transfer limit for "Reg D" transfers.
6. The overdraft authorization for each account may be canceled only by written notice from all owners, signers, and co-signers of the account. Notice will be ineffective until it is received by a Credit Union officer and the Credit Union has had reasonable opportunity to act on it. In no event shall notice be effective as to entries processed by the Credit Union within one business day of receipt of notice.
7. The undersigned agree to the above terms and the terms of the Membership and Account Agreement.

**X** \_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Print Name

**X** \_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Print Name

**X** \_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Print Name

**X** \_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Print Name

Original signature(s) required. Computer signature(s) not accepted.