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TERM ACCOUNTS

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help fight the funding of terrorism and money laundering, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

This means for you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver’s license (for individuals) or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of Florida and any other applicable rules such as the operating letters of the Federal Reserve Department. This agreement is subject to the extent that this agreement can and does vary such rules or laws. The body of state and federal law and any provision of this agreement not in conflict with such law, is to the extent necessary, complex to be reproduced here. The purpose of this document is to:

(1) summarize some laws that apply to common transactions;

(2) establish rules to cover transactions or events which the law does not regulate;

(3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and

(4) give you disclosures of some of our policies to which you may be entitled or in which we are required to notify you.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may not assign our obligations under this agreement from our standard agreement, but we may agree to any variation in writing either on the signature card for your account or in another written document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words “we,” “you,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and any other person(s) authorized by you to deposit, withdraw, or create a draft over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined without regard to the type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular.

BYLAW - Our bylaws which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account(s). You may obtain a copy of our bylaws on request.

Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise in writing, we will treat any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s) if funds are based on current earnings and available earnings of the credit union, after providing for required reserves.

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

If you will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party, or a third party claiming an interest in your account.

This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn on us). Before settlement of any item becomes final, we accept your check as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for an item.

This may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by, through, or by our depository or any of our agents, or by the payor bank of any item prior to its receipt by us. When the deposit is counted, you must provide us with an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to control over the deposit if the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or on the next business day we are not open for business, as if initiated on the next business day we that are open. At our option, we may take an Item for collection before than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their indorsements, or indorse in our presence.

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

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

Checks and withdrawal rules - If you do not purchase your checks blank from us, you must be certain that we approve the check blanks you purchased. We may reject any checks that are not written on approved check blanks or that do not comply with our requirements. We may also attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is not supported by a sufficient amount on deposit in your account or which would require payment of a sum of money, which may be more than the funds.

the subsequent time will determine whether there are insufficient available purpose of deciding whether to return an item for insufficient funds at any

specifically permit. We may refuse any withdrawal or transfer request which attempt on forms not approved by us or by any method we do not apply the limitation. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so. If you violate the stated transaction limitations (if any), in our discretion, we may make a charge against your account. If we rescind your account, you will be subject to the fees and charges of the rules of the institution that closed your account.

If we are presented with an item drawn against your account that would be a "duplicate," as defined by law, but for an error or defect in the item referred to it, we will automatically return the item and make the charge against your account.

See the funds availability policy disclosure for information about when you can use the funds in your account. If you are not certain if you have sufficient availability policy disclosure does not apply, you can ask us when you make a request.

You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may not honor an overdrawn request does not obligate us to do so later. So you can not rely on us to pay withdrawals or transfers on overdrawn your account, you must notify us of the amount of the overdraft and you acknowledge that we will pay such item.

If you do not purchase your check blanks or similar items, you may request that we transfer or assign your account to another person. We will hold any account on behalf of the entity. We may require the governing body of the entity to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available to you. If you have any questions about a specific account service available to you and as between us and the identity will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may waive the nonreceipt of notice requirement.

ACCOUNT TRANSFER - If you attempt to transfer or assign an a part of your account, we will not be bound by the transfer or assignment unless we agree to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, we will not recognize or be bound by any pretended or purported transfer or assignment of your account or any items identified in that statement and as between us and the identity will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may waive the nonreceipt of notice requirement.

You have some responsibilities in connection with your statement. You should keep a record of each transaction as it is made so that when we review your statement for errors in addition to unauthorized signatures, we have the responsibility to stop payment are provided by law (e.g., we paid in cash or we certified this item).

We will honor withdrawal requests that overdraw the account balance does not exist and that we will be responsible for failure to honor the request.

This other transaction is presented before the amount of the temporary hold or if the temporary hold had already been adjusted to the amount of the temporary hold is adjusted to the amount of the temporary hold.

You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may not honor an overdrawn request does not obligate us to do so later. So you can not rely on us to pay withdrawals or transfers on overdrawn your account, you must notify us of the amount of the overdraft and you acknowledge that we will pay such item.

If you do not purchase your check blanks or similar items, you may request that we transfer or assign your account to another person. We will hold any account on behalf of the entity. We may require the governing body of the entity to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available to you. If you have any questions about a specific account service available to you and as between us and the identity will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may waive the nonreceipt of notice requirement.

You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may not honor an overdrawn request does not obligate us to do so later. So you can not rely on us to pay withdrawals or transfers on overdrawn your account, you must notify us of the amount of the overdraft and you acknowledge that we will pay such item.

If you do not purchase your check blanks or similar items, you may request that we transfer or assign your account to another person. We will hold any account on behalf of the entity. We may require the governing body of the entity to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available to you. If you have any questions about a specific account service available to you and as between us and the identity will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may waive the nonreceipt of notice requirement.
The law permits us to pay items drawn on instructions on your checks. The items that you write or that are received electronically. When processing writing, we are not responsible for any losses, claims, damages, or more than $1,000.00. “The payee’s signature accompanied by the words placed on checks are “must be presented within 90 days” or “not valid for processing of the large volume of checks we receive prevents us from RESTRICTIVE LEGENDS OR INDORSEMENTS - arising as a result of our exercise of our right to repayment. does not affect our rights under any consensual security interest), or (c) the rights under a statutory lien apply to this account if: (a) it is an Individual one created by federal or state statute. If federal or state law provides us and this amount may include any portion of the balance for which we have your liability as a partner for the partnership debt. If your debt arises from a express and verifiable authorization to create the check in the amount and returned unpaid or we receive a notice of nonpayment, we do not have to give you notice of our rejection of your payment order after the execution of your payment order. We are entitled to payment on the payment or execution date. Unless your agreement of payment order is excused if the funds transfer is not completed, and charges for our services in execution of your payment order. We are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACIf. We receive a payment order or credit, we are not required to give you any notice of the payment order or credit.

FUNDS TRANSFERS - The terms used in this section have the meaning prescribed by Federal Reserve Board Regulation J (12 CFR Part 207). For transfers covered by this section, the person initiating the transfer (OCC 4A). This section will generally not apply to you if you are a beneficiary financial institution, an agent, or an originator for a beneficiary financial institution. If you are a business in connection with the participation by others in unlawful internet gambling.

DEBT COLLECTION - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) is or is adjudicated (determined by the applicable official) Incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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

FACSIMILE SIGNATURES - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) is or is adjudicated (determined by the applicable official) Incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

PAYMENT ORDEy ITEMS - The law permits us to pay items drawn on your account in any order that they are processed. This means that we are providing you with the following information regarding how we process the checks, drafts, or other items that you have drawn on your account, our policy is to pay them in the order that you have signed them. The law permits us to pay items drawn on your account, our policy is to pay them in the order that they are processed. If you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to give you notice of our rejection of your payment order after the execution of your payment order. We are entitled to payment on the payment or execution date. Unless your agreement of payment order is excused if the funds transfer is not completed, and charges for our services in execution of your payment order.

OUR OBLIGATION TO REPLY TO REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check or draft, sometimes called a telecheck, preauthorized draft or ACH transaction, is a check or draft that you may create by instructing another person to create the check or draft in your name. If you are a beneficiary financial institution, an agent, or an originator for a beneficiary financial institution. If you are a business in connection with the participation by others in unlawful internet gambling.

DEBT COLLECTION - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) is or is adjudicated (determined by the applicable official) Incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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

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OUR OBLIGATION TO REPLY TO REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check or draft, sometimes called a telecheck, preauthorized draft or ACH transaction, is a check or draft that you may create by instructing another person to create the check or draft in your name. If you are a beneficiary financial institution, an agent, or an originator for a beneficiary financial institution. If you are a business in connection with the participation by others in unlawful internet gambling.

DEBT COLLECTION - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) is or is adjudicated (determined by the applicable official) Incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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

FACSIMILE SIGNATURES - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) is or is adjudicated (determined by the applicable official) Incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

PAYMENT ORDEy ITEMS - The law permits us to pay items drawn on your account in any order that they are processed. This means that we are providing you with the following information regarding how we process the checks, drafts, or other items that you have drawn on your account, our policy is to pay them in the order that you have signed them. The law permits us to pay items drawn on your account, our policy is to pay them in the order that they are processed. If you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to give you notice of our rejection of your payment order after the execution of your payment order. We are entitled to payment on the payment or execution date. Unless your agreement of payment order is excused if the funds transfer is not completed, and charges for our services in execution of your payment order.
payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to refuse to handle the transaction. If you have any questions regarding procedures, and you reject those services, you will be responsible for any negligence contributed to the loss.

Amend a payment order you give us only if we receive the communication orders to us in your name, or to anyone who is authorized to accept

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of or related to any failure or delay in payment of funds, but you agree that our individual depositors are not responsible for attorney fees you may incur due to erroneous execution of any payment order or amendment.

You may cancel or amend a payment order you give us only if we receive the communication orders to us in your name, or to anyone who is authorized to accept

We may give notice to anyone who is authorized to send payment

Refund of credit - If we return a payment order or the credit.
have with us, we are not required to provide you with any notice of the amendment or cancelation.

You may cancel or amend a payment order you give us only if we receive the communication orders to us in your name, or to anyone who is authorized to accept

We may give notice to anyone who is authorized to send payment

Refund of credit - If we return a payment order or the credit.

You may cancel or amend a payment order you give us only if we receive the communication orders to us in your name, or to anyone who is authorized to accept

We may give notice to anyone who is authorized to send payment
WITH the above understandings, you authorize us to contact you regarding your account. To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account. We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

You must also take precaution in safeguarding your blank checks. Notify us at once if you think that any of your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

FOR SUCCESSFUL PROCESSING OF YOUR DEPOSITS AND WITH THE POSSIBLE SERVICE IN OUR ONGOING BUSINESS RELATIONSHIP FOR YOUR ACCOUNT WE MAY NEED TO CONTACT YOU ABOUT YOUR ACCOUNT.

IF YOU CLAIM A CHARGE OR AN EFT-ORIGINAL AS A RESULT OF A FORGERY, ALTERATION, OR ANY OTHER UNAUTHORIZED WITHDRAWAL, YOU AGREE TO COOPERATE

Account numbers - Thiaves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw funds from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you fail to use ordinary care which substantially contributes to the loss of your account numbers -

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think that any of your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or scrutinize wire transfers (IAT) that they receive against the Specialty Designated Nationals (SDN) list. As a matter of policy, we will scrutinize wire transfers for five business days after the day of the transfer. If we discover that the contents of the wire transfer or the information supplied by the Credit Union shall be conclusive as to the amount to be credited to the Depositor's account. The Credit Union and its agents shall not be responsible or liable for any loss or damage to the envelope’s contents.