

# Bay Gulf Credit Union Agreement and Disclosures Table of Contents

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# Bay Gulf Credit Union (BGCU) – Agreement and Disclosures

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## Your and Our Agreement

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### 1. This is an Agreement Between You and BGCU

#### A. Contract for Accounts and Services

You understand that this agreement and disclosures that follow form a legally binding contract that governs your Accounts and services at BGCU, and that this agreement contains specific terms, responsibilities and liabilities of us. By applying for membership and opening an Account, you are agreeing to the terms of this contract as explained in this agreement and disclosures.

#### B. Questions? Please Ask Us

Please read and keep this agreement and the accompanying disclosures so that you can refer to them anytime you have a question about your membership, an Account or service. You understand and acknowledge that you can also access the agreement and disclosure anytime on our website at [www.baygulf.com](http://www.baygulf.com). As an owner of this Credit Union it is particularly important that you read and adhere to the terms of this agreement and the disclosures in order to fulfill your responsibilities and any losses or liability. Should you have any questions about a matter addressed in the agreement or this contract, please contact us at (813)932-1301 or out of state 1-800-275-4229 and/or [www.baygulf.com](http://www.baygulf.com) at your earliest convenience, and we will be happy to answer any questions or clarify any matter for you.

#### C. Terms and Conditions of this Agreement

The terms and conditions of this Account Agreement for Business Accounts apply to all BGCU business Accounts. When used in this Agreement, the terms "you" and "your" refer to your business or its authorized representative(s); the terms "we", "our", and "Credit Union" refer to Bay Gulf Credit Union. The term "Account(s)" refers to your Bay Gulf Credit Union business deposit Account(s). The term "signer" means any person who has the authority to represent and conduct transactions on behalf of a business.

The word "transaction" means 1. any action, instruction, order or request that would increase or decrease the balance in an Account, or would impose a lien or security interest on funds in the Account, and 2. any other request for services or information in connection with the Account. The term transaction does not include changing or closing an Account. Transactions may be initiated by any means that we permit.

### 2. Accounts and Services for Business Purposes

You represent, warrant and guaranty that all Accounts and/or other services, including any particular transaction shall be for commercial use, and no service or transaction shall otherwise be used for any consumer, household or family purpose whatsoever.

### 3. Membership at the Credit Union

#### A. Requirements of Membership

To become a member of the Credit Union you as a business must be in our field of membership (as described in our

bylaws) and open and maintain at least one share or savings Account with the minimum required membership share amount (as described in the bylaws).

Before opening any Account we will require any signer to provide proper evidence that the business is lawfully formed (by production of articles of incorporation, partnership agreement, business licenses, etc), and to establish his or her authority to act as a signer of the business.

#### B. Identification, Employer Identification Number and Social Security Number

To join the Credit Union and open an Account, in addition to providing us with your current business name, physical address of the business (and if different, your mailing address), Employer Identification Number (or Social Security Number for Sole Proprietors) and telephone number, we will require you to provide us with a current government issued picture identification and a Social Security number, and date of birth for all authorized signers on your business Accounts and/or services.

#### C. Authorization to Obtain Information

Whether you are an Account owner, agent, or signer, you authorize us to check your Account, employment and credit history (which includes obtaining credit reports from third parties and credit reporting agencies) in order to verify your eligibility for Accounts and services we may offer.

### 4. Account Ownership and Survivorship Features

#### A. Transfer of Ownership

YOUR ACCOUNT IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT ON YOUR RECORDS. We must approve any pledge of your Account as security for debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your Account, we may require that your Account be closed and a new one be opened by and in the name of the new owner(s).

#### B. Death of Sole Proprietor

Following the death of a sole proprietor an unincorporated business, the balance in the Account(s) shall be payable in accordance with applicable law and beneficiary information upon presentation of appropriate qualification documents and any required tax release.

### 5. Account Access and Transactions

#### A. Authorized signatures

You understand that the signature(s) you provided to us on your Signature Card(s) is essential to us in allowing you to conduct transactions on the Account or otherwise, and that we may require you to provide us with your signature and current government issued picture identification to conduct a transaction. Any person who signed the Signature Card(s) may conduct transactions on the Account(s) or utilize services provided with the Account(s). For both your and our

protection, you agree that we may refuse to honor any check, draft, order, item or instruction if we believe any signature, instruction, provision or term is not genuine or is altered. You agree that our nonpayment or nonaction under such circumstances is not wrongful. If you provide your Account information, code or Personal Identification Number (PIN) to any person or entity to conduct transactions, you agree that until you provide us with notice revoking your authorization, all transactions conducted by that person or entity are authorized and genuine, even if they are conducted for your benefit or according to your instructions. You agree that we may disregard all information on a check including notes and legends except for your signature, the amount of the check and the information contained in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, which contains your Account number, amount of check and check number.

#### **B. Transaction Options**

You may conduct transactions on your Account by any means we may permit, including in person, by check, automated teller machines (ATMs), the mail automatic transfer, or the Internet. If we require you to use a specific form to conduct or complete a transaction, and you fail to use that form, for both your and our protection you agree that we may refuse to honor, execute or complete the transaction. Whether a transaction is honored, executed or completed or not, you are responsible for any loss or liability incurred by us as a result of your failure to use a required form or adhering to the terms and responsibilities of this agreement.

#### **C. Transaction Limitations**

In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any Account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. Withdrawals will only be permitted if you have sufficient funds available in your Account to pay the full amount of your withdrawal orders or you have an overdraft line of credit plan. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow a withdrawal, and will advise when required by applicable law if; for example: (1) there is a dispute between Account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the Account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due.

#### **D. Transaction Limitations and the Credit Union's Business Days**

Except as may be otherwise specifically provided in our Agreements, all Transactions made on days that are not our business days will be treated, transmitted, recorded, etc., as applicable and appropriate as if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, or outside depository will be processed and credited only when actually received by us, and we shall have no responsibility until we actually receive them.

#### **E. Limitation at ATMs**

For your protection and ours, we may limit the amount of cash withdrawals at automated teller machines (ATMs). Our

current limitations on ATM cash withdrawals are set forth in the Electronic Fund Disclosures (that follow).

#### **F. Cash Transaction Reporting**

To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transactions. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

### **6. Deposits to Your Account(s)**

You may make deposits in any amount to your Account(s) during normal business hours at any Bay Gulf Credit Union branch or by mail. Please use the preprinted deposit slips provided to you. If the service is available you may also make deposits by night deposit, automatic transfers from other Accounts, by remote deposit scanner or at Automated Teller Machines (ATMs) that accepts Bay Gulf Credit Union deposits.

#### **A. Endorsements**

The law allows and you specifically agree that we may supply any missing endorsement to a deposited check, draft, or any other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than the business, in our sole discretion, under any other circumstances. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed a check in the wrong location, you will be liable for any resulting losses.

Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B," "A, B," "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).

We may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account. All deposits excepted by us are subject to verification. You should retain your copy of any receipt or other document which evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt or other document which evidences your deposit. You should not mail cash deposits. We will not be liable for any deposit that we do not receive. We reserve the right to make adjustments to your Account upon verification of your deposit or for computation or other errors related to your Account.

#### **B. Acceptance of Checks for Deposit is a Service to You**

All non-cash deposits are posted to your Account(s) subject to our receipt of "final payment" from the party on which the item is drawn. If we receive notice that an item is being returned to us unpaid, or if we do not receive final payment on a deposited item, because, for example, the drawer has placed a stop payment, the item is returned "insufficient

funds" or "Account closed", or if an item is returned after final payment we will charge your Account for the amount of the item, for any dividends carried on the item and for your applicable charges, even if the amount of the item has already been made available to you and even if we do not actually receive the returned item. If the charge-back of a returned item or a fee or other charge creates an overdraft, you agree to pay us the amount of overdraft immediately, and we may charge your Account a service charge for the overdraft.

We receive final payment for deposited items at different times depending on the location of the parties who will pay the items. In addition, our receipt of final payment may be delayed further due to circumstances beyond our control. For more information, please see our Funds Availability Policy, which is incorporated herein by reference and which may be amended from time to time. If we must pay any fees to collect an item you have deposited, we will charge the fees to your Account and we may impose a service charge for the collection. If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association permit us to notify you of the credit on your next regular Account statement.

When we process incoming fund transfers, we rely on the account numbers given to us by the financial institutions or other persons who send the fund transfers to us. We will have no duty to determine if the account numbers provided to us are consistent with the name or other information given to us and we will not be liable to you if we credit a fund transfer intended for you to another member's account because the sender instructed us to credit an incorrect account number.

We reserve the right to refuse or return all or part of a deposit at any time.

#### **C. Subsequent Claims**

In addition, if anyone else makes a claim against us based on a check you have deposited (including but not limited to, claims for breach of warranty based on forged or missing endorsements, for alteration, or for conversion), we may charge your Account for the amount of the item even if you have already received final credit and have already used the funds. Also, if we determine any credit (whether a deposit, ACH transfer, or otherwise) to your account was erroneous, we may make an adjustment to the Account(s) as necessary to correct the error, regardless of when the original transaction took place.

#### **D. Endorsements by Family Members, Employees or People You Know**

If a family member, employee or person you know endorses a check made payable to you to any person or entity, you authorize the endorsement of the check as your endorsement, and agree that you will address the matter to recover any loss for the endorsement of the check with the family member, employee or person you know.

#### **E. When Your Deposits will be Credited to Your Account(s)**

Deposits to your account(s) will generally be credited on the business day of the deposit, and deposits made after hours or on a Sunday or a Holiday will be credited to your account(s) the next business day. Deposits made by you at unstaffed

facilities (for example an automated teller machine (ATM)) will be credited to your account on the day the funds are removed and processed by us. Credit to your account for funds deposited is provisional until we are finally and ultimately paid (i.e., when we receive final payment). Items drawn from an institution located outside the United States are handled on a collection basis only.

#### **F. Deposits Not Paid and Returned; Subsequent Claims:**

All deposits or other credits (including checks, drafts, items, Automated Clearing House (ACH) transfers, wire transfers, etc.) credited to your account are provisional (temporary), which means that if we do not receive final payment on any deposit, we will charge your account(s) for the amount of the item and a return fee as specified in the Fee Schedule. Additionally, if we incur a fee to collect any item, we may charge that fee to your account(s). After we have received final payment, we refer to these deposits as collected items. If any deposited item to your account is returned to us unpaid we have the right to charge back against your account(s) the amount of the unpaid item (plus any fee as specified in the Fee Schedule) whether the amount of item was available for your use or not. In the event any check, draft or item you deposited in your account(s) is returned to us for any reason, you waive your right to any notice of nonpayment or dishonor for the check, draft or item. We reserve the right to pursue collection of previously dishonored or not paid items at any time, including giving a payor-drawee bank extra time beyond any midnight deadline limits.

In addition, if anyone else makes a claim against us based on a check you have deposited (including but not limited to claims for breach of warranty based on forged or missing endorsement, for alteration, or for conversion), we may charge your account for the amount of the item even if you have already received final credit and have already withdrawn the funds. Also, if we determine that any credit (whether a deposit, ACH transfer, or otherwise) to your account was erroneous, we may make an adjustment to the account as necessary to correct the error, regardless of when the original transaction took place.

#### **G. Limitation on High Speed Cash Letters**

When depositing a paper check cash letter for high speed processing, you may only include in such cash letter those checks or items that are eligible for conversion to a check image under the terms of this Agreement and any other documentation, terms and conditions and instructions provided by us to you from time to time. Without limiting the generality of the preceding sentence, a high speed cash letter may not include any of the following items: forward or return items in carrier documents, photocopies in lieu, notices in lieu of return, foreign items or mutilated items. To deposit these non-eligible items, you must prepare a separate cash letter and indicate in the cash letter in the manner specified by us to you from time to time that the cash letter consists of items not eligible for imaging. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit of a cash letter in violation of the limitations set forth in this paragraph.

#### **7. Withdrawals from Your Account(s)**

Money may be withdrawn from your Account(s) in different ways, as permitted for each type of Account. We are required

to permit a withdrawal only if you have sufficient funds available in your Account to cover the entire amount of the withdrawal, and you are not in default under any obligations you owe to us. Checks or other debit items presented against insufficient funds or available funds are subject to a service charge. If there are sufficient funds to cover some but not all of your withdrawal orders, we will honor those withdrawals for which can be paid, in any order convenient to us. If, in our sole discretion, we permit withdrawals for which there are not sufficient funds, or you otherwise overdraw the available funds in your Account, you agree to repay us immediately the funds advanced to you. We will assess your Account a service charge, and we may also assess your Account a charge, which will be separately disclosed to you, each day on the amount of the overdraft. At no time shall we be required to allow you to overdraw your Account, even if we allowed such activity on one or more previous occasions.

## **8. Business Checking Account(s)**

### **A. Checks written on Your Account(s), Completion of Checks & Your Check Register**

When you write a check drawn on your Account(s), please use dark permanent ink to complete your checks. You agree that you are responsible for any losses incurred with respect to your checks because you fail to use a dark permanent ink when writing your checks.

You understand and agree that it is your obligation to review your periodic statement and analysis statement and report any unauthorized amounts or unauthorized checks or other transactions on your account(s). You can determine an unauthorized amount because the amount on the statement does not match the amount you recorded in your check register. Similarly, you can detect forged drawer's signature on checks or counterfeit checks because there is a check number on your statement for a check you did not write. You understand and agree that you only have thirty-one (31) calendar days from the mailing date of your statement to notify us of alterations to the amount of the check and of checks with forged drawer's signatures, or we will not be able to recredit your account for the unauthorized amount of the check.

### **B. Use of Our Check Forms**

You agree to use check forms we offer through an authorized vendor. If you use a check form not provided by an authorized vendor, you understand that we may not pay the check and agree that such nonpayment is not wrongful. Alternatively if we pay a check or draft drawn on your account(s) that is not our check form you agree to be responsible for any loss incurred as a result of using that check form.

### **C. Lost or Stolen Checks? Notify Us Immediately!**

If your checkbook or a box of checks are lost or stolen, call us immediately at (813)932-1301. The sooner you contact us the less liability you will have for unauthorized transactions on your account.

### **D. Our Use of Automated Collection and Payment Processes**

You understand that we use automated collection and payment processes and procedures so that we can process the greatest volume of checks, drafts and items in the most

cost effective manner for the benefit of all members. These automated processes and procedures rely on and can only recognize information that is written (encoded) in the Magnetic Ink Character Recognition (MICR) line at the bottom of your check, draft or item, which contains your account number, amount of the check, and check number. In order to achieve these cost efficiencies for all members, you agree that when we pay or take a check, draft or item for deposit and collection that we may disregard all other information on the check, draft or item other than the drawer's signature, the identity of the payor-drawee bank, the amount of the check, draft or item, and the information encoded in MICR line, whether or not that information is consistent with other information on the check, draft or item. You also agree that we do not fail to exercise ordinary care in paying any check, draft or item without physically or visually examining checks, drafts or items.

### **E. Signatures by Family Members, Employees or People You Know**

In the event a family member, employee or person that you know writes a check drawn on your account(s) payable to any person or entity, you authorize the signature, completion and payment of that check, and agree that you will address the matter to recover any loss for payment of the check with the family member, employee or person you know.

### **F. Conversion of Checks to Electronic Funds Transfer**

In some circumstances, a person, merchant or other entity can convert your check and/or check information (your account and routing number) to an electronic fund transfer (EFT) and debit your account. The conversion of your check to an EFT is covered by this agreement and our Electronic Fund Transfer Disclosures that follow. You authorize us to honor the EFT and debit your account just as if the original check were presented for payment. Should a person, merchant or other entity convert your check to an EFT you will have to contact that person, merchant or entity about obtaining a copy of your check. You understand that if we dishonor and return your check to a merchant for insufficient funds, a merchant may attempt to re-present the check electronically as an EFT, and that this EFT, which represents the dishonored check, will be treated as a re-presented check under this agreement.

### **G. Dates on Checks**

When you write a check you authorize us to pay the check regardless of the date or legends restricting payment to certain periods of time, though you agree that we are under no obligation to pay a check presented for payment before its date or more than six months after its date. You understand that the reason dates or legends are ineffective is because you are generally obligated to pay dishonored checks up to three years (or more) from the date you wrote the check. If you notify us not to pay a check before its date (by phone, mail, or in person, as we allow), that notice will only be effective if it affords us a reasonable amount of time to act on the notice to not pay and return the check, and you provide us with your name and account number, the check number, the date of the check, the name of the payee, and the amount of the check. You understand that failure to provide us with either timely notice (that affords us a reasonable amount of time to not pay the check) or the complete and accurate information about the check and the account (as required) may result in payment of the check. If you provide

us with timely notice and complete and accurate information about the check and the account (as required), we will charge you a fee as specified in the Fee Schedule and will not pay and return the check as postdated. You may provide us with oral notice of the postdated check that will lapse within fourteen (14) days unless you confirm that notice in writing, in which case the notice will be effective for six (6) months, and can be renewed for an additional six months for the fees as specified in the Fee Schedule. We have no duty to notify you when your notice will or has expired.

#### **H. Stopping Payment on Your Checks.**

You may request us to stop payment on any check drawn on any of your checking accounts (by phone, mail or in person, as we allow). If you notify us to stop payment on a check, that order will be effective only if it affords us a reasonable amount of time to act on the order to not pay and return the check, and you provide us with your name and account number, the check number, the date of the check, the name of the payee, and the amount of the check. You understand that failure to provide us with either timely notice (that affords us a reasonable amount of time to not pay the check which is 48 hours) or the complete and accurate information about the check and the account (as required) may result in payment of the check. You may provide us with oral notice of the stop payment that will lapse within fourteen (14) days unless you confirm that notice in writing, in which case the notice will be effective for six (6) months, and can be renewed for an additional six months for the fees as specified in the Fee Schedule. We have no duty to notify you when your notice will or has expired. You understand that although payment of the check may be stopped, you may be subject to legal action brought by any and all persons or entities the check is returned to. In the unlikely event we pay a check over a timely accurate and complete stop payment order and are required to re-credit your account, you agree to sign a statement explaining the dispute with your payee, and assist us in taking legal action against any and all persons or entities to recover our loss. You understand that if you frequently place stop payment orders on checks that would otherwise be returned for insufficient funds we may consider that account abuse and may close your account under this agreement.

#### **I. Stopping Payment On, Unused & Lost or Stolen Credit Union Checks**

If we issue to you one of our credit union checks and you endorse that check over to another person, or give that check to the payee that you requested us to make the check payable to, and subsequently you do not want that person or entity to receive payment for the check (because you are displeased with the person or the transaction the check was issued for), we will NOT be able to stop payment on the check. It is your responsibility to ensure that you want the person or the payee to receive payment for the check *before* you endorse the check over to that person or entity or give the payee the check. If you do not use or negotiate one of our checks, you may return it to us, and request a refund for the amount of the check.

If one of our checks in your possession is lost, stolen or destroyed you agree to sign a statement or notice and either post a bond, provide us with collateral or a security interest in collateral, or wait ninety-one (91) days from the date of the

check, in order to receive a replacement check for our check that was lost, stolen or destroyed.

#### **J. Payment of Checks that Would Overdraft Your Account**

We provide an Overdraft Transfer program. If you qualify for our program and we agree to provide it to you, we will pay checks drawn on your accounts with insufficient funds by transferring funds from another account or line of credit, as designated by you in the Overdraft Transfer Agreement, and charge you a fee as specified in the Fee Schedule. Transfers from your account(s) to your checking account are covered by this agreement.

#### **K. Checks are Paid in Any Order**

You understand that when you write or order checks, drafts or items drawn on your account that we may elect to pay those checks, drafts or items in any order. If you write or otherwise order multiple checks, drafts or items drawn on your account, you should be certain there are enough funds in your account(s) to pay those checks, drafts or items, or those checks, drafts or items will be subject to the overdraft and/or insufficient funds terms of this agreement.

#### **L. Insufficient Funds to Pay a Check**

If the funds in your checking account are not sufficient to pay checks, drafts or other items presented and drawn on your account, those checks, drafts and items will subject you to our overdraft procedures and any overdraft service or program you have with us. You understand that we have no duty to notify you if there are insufficient funds to pay your check, draft or item. If we elect to pay a check, draft, item or transfer that will overdraw your account (beyond a service or program we have agreed to provide you), it does not mean that we will pay a check, draft, item or transfer that will overdraw your account in the future. If we pay a check, draft, item or transfer that would overdraw your account you agree to repay us the amount of that paid check, draft, item or transfer plus any fee disclosed for that service immediately (or at the latest pursuant to any service or program we have agreed to provide you). Should we dishonor and return a check, draft or item drawn on an account with insufficient funds, your account will be subject to a fee for each of the dishonored and returned check, draft or item in accordance with the Fee Schedule. You also understand and agree that we are not liable if we refuse to pay a check, draft or item drawn on your account and return it when nonpayment occurs as a result of our charging your account for any obligation you owe us.

#### **M. Non-Member Presenters of Your Checks**

For the protection of both you and the Credit Union and to cover costs incurred by all members for the presentment of checks over the counter, you understand that we may require any non-member presenting a check to provide both his or her current (non-expired) government issued picture identification, and a thumbprint on your check. You agree that if a non-member presenting your check fails to comply with these presentment requirements, we are not liable for refusing to pay the check and that such nonpayment is not wrongful.

## **N. Right to Refuse Payment of Any Check Suspected of Fraud**

For the protection of both you and the Credit Union, you agree that we are not liable for refusing to honor any check, draft, item, order of instruction if we believe any signature, instruction, provision, term or the form itself is not genuine or is altered, and the such nonpayment or nonaction is not wrongful.

## **9. Services and Fees**

All fees assessed against you or your account(s) are for services we provide to you, or as a result of actions you take or transactions you conduct under this agreement, or a third person's or entity's actions against you or your account(s) at the Credit Union. The purposes and amounts of the various fees are provided to you in the accompanying Fee Schedule and noted in your periodic statement. We charge fees so that each member is responsible for the expense of each service or transaction utilized or incurred by that member, rather than imposing that cost on all members of the Credit Union. You understand and agree that account fees will change over time and that we will notify you of such changes as required.

## **10. Lost Checks, Drafts and Cards**

If a check, one of our checks, your checkbook, a box of checks, credit card, check card, your Personal Identification Number (PIN) is lost or stolen call us immediately at 813-932-1301 or 1-800-275-4229 (outside of Florida). The sooner you contact us, the less liability you will have for unauthorized transactions on your account, and the sooner we can provide you with new checks, accounts, cards and PIN's.

## **11. Membership, Account, Service & Transaction Information**

Only an authorized signer or agent specifically named on an account is entitled and can have access to information concerning membership, the account, a service or a transaction related to the account. If there are multiple authorized signers or agents on an account, any may obtain all information about the account, service or a transaction pertaining to that account.

## **12. All Accounts are Non-Transferable, Non-Assignable and Non-Negotiable**

Your accounts at the Credit Union are non-negotiable, non-assignable and non-transferable to another person or entity, which means you may not endorse, transfer, secure or pledge any of your accounts to a person or entity other than us for any reason.

## **13. Notice by Us to You and Notice by You to Us**

The terms of this agreement are subject to change from time to time, and we will notify you of any changes to the terms, rates, and fees that affect your accounts and services as required. Written notice that we provide to you is effective when sent to you at the address you have provided to us, postage paid US mail, or as applicable, when we have provided electronic notice in accordance with our established procedures if you have consented to receive notices

electronically. We rely on the information you provide us for all your transactions and actions taken on your account, and will communicate with you only at the address provided by you on the resolution. It is your responsibility to notify us in writing any changes to this information, and if accepted those changes are incorporated into this agreement by reference. In the event we attempt to locate you we may charge you a fee as specified in the Fee Schedule. You agree that this notice provided to one of the authorized signers at the address provided to us is a notice to all account owners and or signers. Any notice that you provide to us is effective only when actually received and confirmed in writing by us at 3202 W. Waters Ave, Tampa FL 33614.

## **14. Your Statement about Your Account(s), Services and Obligations**

### **A. Purpose and Receipt of Statement & Copies of Checks**

We will provide you with a periodic statement that shows all transactions and activity that occurred on your account(s) during the statement period. You will also receive a secondary statement for the same statement period with cost breakdown of charges on your account(s). These items are billed in arrears and charged to your account(s) on the 10<sup>th</sup> business day of each month. If you do not receive your periodic statement(s) you agree to notify us within fourteen (14) days of the time you regularly receive your statement in order for both you and the Credit Union to avoid and reduce losses on your account(s). You further agree that your statement is correct for all purposes and that we have no liability to you for any transaction on your account unless you notify us within the time periods for unauthorized transactions, errors or irregularities provided for in this agreement and the Electronic Funds Transfer disclosure that follow.

When you write a check drawn on any of your accounts and the check is paid, we own and retain a copy of the original check, though we will make a copy of the check available to you upon request for a fee as specified in the Fee Schedule. You may also obtain copies of your paid checks through our Business Internet Banking at no charge to you.

### **B. Your Responsibility to Examine the Statement for Errors and Fraud**

It is your responsibility to examine every statement and notify us of any and all unauthorized transactions, errors or irregularities as soon as possible. We may require you to confirm your notification in writing and assist us in addressing the transaction, error or problem. You are responsible for any altered, forged, unauthorized or unsigned check, draft or item drawn on your account if: 1. you do not notify us within thirty-one (31) calendar days of the mailing or electronically posting of the statement containing the notice of any altered, forged, unauthorized, or unsigned check, draft or item, or 2. any check, draft or item where the alteration or forgery has occurred in such a manner that it would be undetectable by a reasonable person, which includes the unauthorized use of facsimile signatures. You assume this liability because you, as the owner of the account and drawer of the check, draft or item are in the best position to detect any altered, forged, unauthorized signature or unsigned check, draft or item drawn on your account(s). Only you will know the checks, drafts or items that you have authorized as well as the amount you authorized, and can compare the information

provided on your statement and your records. You further agree that our retention of your checks, drafts, or items does not affect your responsibility to examine your statements and notify us of any and all unauthorized transactions, errors or irregularities within the time limits provided in this agreement or as otherwise required.

#### **15. Modification of this Agreement**

We may change the terms of this agreement from time to time, and we will notify you of any changes we make to the terms, disclosures, rates and fees that affect your accounts, services and if applicable loans, as required. You may change your authorized users on any account at any time by completing a new signature card or card(s). We reserve the right to require any authorized signer requesting a change to show us authority for the change from the entity's governing body (e.g. a resolution by the board of directors, certified partnership letter, etc.), and each authorized signer's authority as a signer to make the requested change to the account(s).

#### **16. Exceptions to this Agreement**

We reserve the right to waive any term of this contract, though such waiver does not affect our right to enforce that term in the future.

#### **17. Security Interest in Funds Held in an Account**

If you owe us money as a member, account owner, drawer, endorser, borrower, guarantor or any other capacity, you grant us a contractual security interest (and as applicable, any lien available under federal or state law) on any and all funds in all accounts that you are an owner of or have an ownership interest in no matter what the source of funds in the account(s). At our discretion, we may apply funds from any account you are an owner of or have any ownership interest in to pay off your obligations to us without notice to you at any time. If we elect to not enforce the security interest (and if applicable statutory lien rights), or nonaction is not a waiver of our rights to enforce our rates at a later time. A security interest granted by one authorized signer of an account will continue to secure that owner's obligation to us.

#### **18. Full Payment Checks**

You agree that any check you attempt to write or negotiate to us that has a "full payment" legend (such as "Paid in Full") or other language intended to repay in full any of your outstanding obligations to us must be presented by you in person to an officer of our Credit Union. Otherwise any payment is accepted with full reservation of rights against you to recover any and all outstanding obligations or indebtedness owed to us.

#### **19. Legal Action against Your Account for Funds or Information**

##### **A. SEVERABILITY**

In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

##### **B. WAIVER OF JURY TRIAL**

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

##### **C. GOVERNING LAW**

This Agreement is governed by the laws and regulations of the state in which the Credit Union office where you opened your account is located. If your account is opened by mail, or electronically through our Internet Website, and we have a branch office in your state of residence, this Agreement is governed by the laws and regulations of that state. If we do not have an office located in your state of residence, and your account is opened by mail, or electronically through our Internet Website, this Agreement is governed by the laws and regulations of the State of **Florida**. This Agreement is also at all times governed by the laws and regulations of the United States of America.

##### **D. MANDATORY ARBITRATION OF DISPUTES AND CLAIMS.**

Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how any disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, courses of action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Membership Agreement., as amended from time to time, in which case all references to the FAA herein shall be to said State Act. **If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce** The parties agree and understand that the

arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify or modify any of the terms the Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will be by majority vote and will be final and binding except for any specific appeal right under the FAA. All provisions of this Arbitration Agreement will apply to the panel. Judgment upon the award rendered may be entered in any court having jurisdiction.

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

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

**E. COSTS, EXPENSES AND ATTORNEYS' FEES.**

All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the

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

**F. INDEMNITY**

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

If your account(s) is/are subject to legal action, such as levy, attachment or other court order, we may pay out funds from your account(s) in accordance with that legal action, or alternatively place a hold on the funds in the account(s) until the matter is resolved. Unless otherwise prohibited, all legal actions are subordinate to our contractual security interest and statutory lien rights. You understand and agree that you will be charged an hourly research fee for any time spent by our staff addressing any legal, regulatory or governmental action initiated by any person or entity against you or our account(s), or for information concerning you or your account(s), as specified in the Fee Schedule.

## **20. Your Obligations to Us**

In the event we incur any loss, related expenses, fees, charges and/or liability on an account, or as a result of any transaction, dispute, uncertainty or membership matter concerning you, any owner on the account, your signers or agents, you agree that you are jointly and individually liable to us for the full repayment of that loss, and related expenses, fees, charges and/or liability. You agree that we may deduct any loss, related expenses, fees, charges and/or liability from your account(s) without notice to you. Additionally you also agree to pay any other reasonable charges, fees or expenses we may incur in conjunction with providing you membership, an account, or any transaction or related service(s) that are not covered under this agreement. In the event either you or the Credit Union is required to initiate legal action to enforce or interpret any of the terms, responsibilities or liabilities of this contract, you and the Credit Union agree that the successful party is entitled to payment by the losing party for any collection costs incurred by either party or collection agency, and/or to reasonable attorney fees and costs, including those incurred on any appeal, bankruptcy proceeding and/or post-judgment action, unless otherwise limited or prohibited. You agree to hold us harmless from and agree to indemnify and defend us against any claim or legal action arising from the exercise of our right to recover for any loss, expense, fees, charges and/or liability we incur as a result of your account and/or any transaction on your account. We may deny you services or expel you from membership at the Credit Union pursuant to our policies and By-Laws or otherwise allowed, which includes causing us a loss.

## **21. Our Responsibility for Errors**

If we do not properly execute a transaction in accordance with this agreement, we will be liable to you for losses up to the amount of the transaction (unless otherwise required). We will not be liable for: 1. your account having insufficient funds to complete a transaction, 2. losses that result from your negligence or the negligence of others, 3. your failure to adhere to any time limits provided for in the contract, 4. circumstances beyond our control that prevent the execution of a transaction, or 5. any losses incurred by your failure to adhere to any term of this agreement. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. As a result of a request or an order by you, should we ever disburse a greater amount of funds based on your request to any person or entity that you know (e.g., relative, friend, employee business associate, etc), you agree to assist us in recovering our funds, including participation in litigation and prosecution.

## **22. Inactive Accounts**

Should any of your accounts have a balance less than the minimum balance required in our disclosures and you have not utilized our products or services that would exempt your account from our inactive account policy, we may deem your account to be inactive. We may charge an account inactivity fee for those accounts without the minimum balance requirement or those with no activity for six (6) months or more as disclosed in the Fee Schedule. We will terminate the

fee upon the account meeting the minimum balance and/or activity requirements.

## **23. Accounts Deemed Unclaimed Property**

In the event there has been no activity on your account(s) and we have not been able to contact you for a period of five (5) years as specified and required by the State of Florida unclaimed property law, your account(s) will be remitted to the state as unclaimed property. Upon remittance of the funds in your account(s) to the state, your accounts will be closed and you will need to reclaim the funds by contacting the appropriate state agency.

## **24. Closing Your Account(s)**

Only those listed on the Resolution or Board of Director Minutes will be authorized to close any account. If you close your account(s) prior to the next statement period you will be responsible for any outstanding fees that have not been charged to your account at the date of closing. You also agree that any check, draft, item or transfer on your account(s) after the account(s) is closed you will reimburse us for the amount of the check, draft, item including any fee as specified in the Fee Schedule.

We may close your account at anytime and without notice if: 1. we are dishonoring a number of items for insufficient funds, if a number of items taken for deposit are returned unpaid, or you stop payment on a check that would otherwise be returned for insufficient funds, 2. a number of checks have been lost or stolen, 3. any alteration, forgery or other fraud has occurred with respect to you or your account, 4. there has been any falsification, misrepresentation, or any other abuse by you or with respect to any of your accounts, 5. the balance of the account does not meet our minimum balance requirement for thirty (30) days, or 6. we determine it is necessary either to mitigate or prevent a loss to us.

Whether your account is closed by you or us, that closure does not release you or any authorized signer from any fees, obligations or liability incurred on the account before, in the process of, or after the account closed.

## **25. Inappropriate Transactions**

You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree that such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to

accept, process or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or Access Device(s).

### **Funds Availability for Business Checking Accounts**

When you deposit checks and similar items to your Credit Union account, you expect us to make the funds available for your use as quickly as possible. Our Funds Availability Policy is designed to do just that. Depending on the type of non-cash deposit you make, your funds may be available as quickly as the next business day. Of course, depending on the amount, type and source of your non-cash deposit, there are situations when your deposit will take longer to become available for your use.

Our Funds Availability Policy provides detailed information about when funds you deposit will become available for your use.

#### **Determining Availability of a Deposit**

We determine availability by counting the number of business days from the business day of your deposit.

Every day except Saturday, Sunday and a federal holiday is a business day.

If you make a deposit through one of our branch tellers or by mail we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day, we will consider that the deposit was made on the next business day we are open.

Availability varies depending on the type of deposit and is explained below.

For availability of deposits made at banking machines, please see the section titled "Deposits at Credit Union ATM's".

Checks drawn on entities/institutions located outside of the United States are not subject to this availability policy.

Please inquire regarding availability at the time you make such deposits.

**We have no obligation to accept any item for collection or deposit. We reserve the right, at our sole discretion, to accept items only into your savings account(s) or as "collection items" only, in which case the availability rules set forth herein shall not apply.**

#### **INITIAL \$100 OF YOUR DEPOSIT**

The initial \$100 of any deposit will be available on the evening of your deposit to pay checks you have written that are presented to us that evening for posting. The balance of the \$100, if any, will be available on the first business day after the business day of your deposit for all purposes. The remaining balance of the deposit will be available according to the availability provisions for such deposits as otherwise stated in this policy.

#### **SAME DAY AVAILABILITY**

Funds from the following deposits are available on the same business day as the business day of their deposit:

- All cash deposits made to a Credit Union teller
- Wire Transfers
- Electronic direct deposits

#### **NEXT DAY AVAILABILITY**

A. If you make a deposit through one of our branch tellers on a business day that we are open, funds from deposits of checks or money orders drawn on the Credit Union branches in your market will be available on the evening of your deposit to pay checks you have written that are presented to us that evening for posting. The remaining funds will be available on the first business day after the business day of your deposit for all purposes.

B. If you make a deposit through one of our branch tellers on a business day that we are open, funds from deposits of checks or money orders identified below will be available on the first business day after the business day of your deposit for all purposes.

- Checks and money orders drawn on financial institutions in another market;
- U.S. Treasury checks payable to you;
- Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders payable to you;
- State and local government checks that are payable to you, if you use a special deposit slip available upon request at a Credit Union branch office;
- Non-Credit Union cashier's, certified and teller's checks that are payable to you, if you use a special deposit slip available upon request at a Credit Union branch office. You are required to separate checks requiring special deposit slips from other checks you are depositing. If you do not use a special deposit slip for checks as noted above, or if you use a special deposit slip inappropriately, your check deposit will be treated like a local or non-local check. (See the following for details.)

C. If your deposit does not meet the requirements above, funds from these deposits will be available as set forth below under "Other Check Deposits".

#### **OTHER CHECK DEPOSITS**

"Other Check Deposits" include checks, traveler's checks and money orders not mentioned previously, as well as negotiable drafts and other instruments that we normally process as we process checks. The delay for other check deposits depends on whether the check is a local or non-local check. To see whether a check is a local or a non-local check, look at the routing number of the check.

**Personal Check**  
**Business Check**

Customer name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State \_\_\_\_\_ Date \_\_\_\_\_

Pay to order of \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ dollars

Bank Name \_\_\_\_\_

000000000 123456789 (Routing Number) 100000123456 (Account Number)

Customer name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State \_\_\_\_\_ Date \_\_\_\_\_

Pay to order of \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ dollars

Bank Name \_\_\_\_\_

123456789 (Routing Number) 100000123456 (Account Number)

Read the first four digits of the routing number. Using the routing numbers Local checks for Bay Gulf Credit Union are those with 0630, 0631, 0632, 2630, 2631, and 2632 as the first four digits., determine whether the check is a local check. Otherwise, the check is a non-local check. Our policy is to make funds from checks available as follows.

- A. Local Checks. The initial \$100 will be available as discussed above. The remaining funds, if any, will be available the first business day for all purposes, unless your deposit is a "Large Dollar Deposit" \$5,000 or more.
- B. Non-local Checks. The initial \$100 will be available as discussed above. The remaining funds, if any, will be available the fourth business day for all purposes, unless your deposit is a "Large Dollar Deposit" \$5,000 or more
- C. Local and Non-local Checks. If your deposit consists of both local and non-local checks, the initial \$100 of the total deposit will be available as discussed above, not \$100 from each category of check.

These illustrations do not apply to new accounts.

**LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds from a negotiable instrument you deposit available at the times otherwise provided for herein. Certain negotiable instruments may be delayed for a longer period under the following circumstances:

- If we believe an item you deposit will not be paid.
- If we redeposit a check that has been returned unpaid.

- There is an emergency, such as failure of communications or computer equipment.
- A suspension of payments by another financial institution.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh day after the day you deposited the funds for a local check, or the eleventh business day after the day you deposited the funds for a non-local check.

The Credit Union reserves the right to not accept particular instruments for any reason.

**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 into your account will be available 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, travelers, and federal, state and local government checks will be available the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available 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 will not be available until the second business day after the day of your deposit.

Funds from all other checks deposits will be available on seventh business day after the day of your deposit.

**HOLDS ON OTHER FUNDS (CHECK CASHING)**

If we cash an item for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount, less \$100 of funds that are already in another account. Those funds will be available at the time funds from the item we cashed would have been available if you had deposited it. For example, if we cash a \$200 local item for you, \$100 of funds already in your account will not be available until the second business day after the day we cashed the check; \$100 would be available immediately.

**HOLDS ON OTHER FUNDS (OTHER ACCOUNTS)**

If you deposit a negotiable instrument that is drawn on another financial institution, we may make those funds available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have in another account with us. The funds in the other account would not be available for withdrawal until the hold period (as described elsewhere in the disclosure) for the type of negotiable instrument that you deposited has expired.

## ATM FUNDS HOLD POLICY

**Credit Union ATMs:** All funds deposited in excess of any cash back transactions at a Credit Union ATM's are subject to an initial one business day hold pending verification of the deposit. Thereafter, the applicable hold for local and non-local items will apply.

**Non-Credit Union ATMs:** All funds deposited in excess of any cash-back transaction are subject to a five (5) day business day hold.

Local checks for Bay Gulf Credit Union are those with 0630, 0631, 0632, 2630, 2631, and 2632 as the first four digits. Some checks may be marked "payable through." The Credit Union will use the four-digit number or the first four digits of the nine-digit number near the words "payable through" on the check rather than the routing number to determine if it is a local check. All other checks are nonlocal checks.

**Preauthorized Transfer Services.** You can authorize the following transactions without the use of an access device issued by the Credit Union: (1) **Payments:** You can make payments on your loans with the Credit Union directly from your primary share or primary checking accounts; (2) **Within Credit Union Transfers:** You can arrange to transfer funds between your primary share and primary checking accounts. By separate application, you can arrange to transfer funds from your accounts to the account(s) of other members; (3) **Direct Deposits and Payments:** You can authorize persons or companies to make direct deposits or withdrawals to or from your share or checking accounts for payroll, pension, social security and other types of deposits or payments. You may give other persons or companies written or oral permission to transfer payments from your Credit Union accounts through "ACH" or other electronic means. Such agreements or arrangements are solely between you and the other person or company. The Credit Union shall have no responsibility or liability to you for any such transactions. Thus, you should exercise caution in providing such authority and/or information to access your accounts to others. The authority or information you give to others hereunder applies to all "ACH" or other electronic transactions, whether evidenced by any type or writing or converted to a written instrument by the other person (and/or their agents). All such transactions are deemed to be authorized by you.

### Privacy Policy and Opt Out

Bay Gulf Credit Union, your member owned financial institution is committed to providing you with competitive products and services to meet your financial needs. We are equally committed to protecting the privacy of our members. Under federal law, we are required to give you this privacy notice. It describes our credit union's privacy policy and practices concerning the personal information we collect and disclose about our members. It also includes information about the parties who receive personal and sometimes nonpublic information from us as we conduct the business of the credit union.

### INFORMATION WE COLLECT ABOUT YOU

We collect nonpublic personal information about you from the following sources:

- ❖ Information we receive from you on applications and other forms
- ❖ Information about your transactions with us
- ❖ Information we receive from a credit reporting agency
- ❖ Information obtained when verifying the information you provide on an application or other forms, this may be obtained from current or past employers, or from other institutions where you did or do conduct financial transactions,

We may disclose all of the information we collect, as described above, as permitted by law.

### PARTIES WHO RECEIVE INFORMATION FROM US –

We may disclose nonpublic personal information about you to the following types of third parties.

- ❖ **Financial service providers**, such as insurance companies, mortgage service companies and securities brokers-dealers.
- ❖ **Non-financial companies**, such as consumer reporting agencies, data processors, check/share draft printers, financial statement publishers/printers, plastic card processors, government agencies and mail houses.

### DISCLOSURE OF INFORMATION TO PARTIES THAT PROVIDE SERVICES TO US –

In order for us to conduct the business of the credit union, we may disclose all of the information we collect, as described above to other financial institutions with whom we have joint marketing agreements, to other companies that perform marketing services on our behalf, or to nonaffiliated third parties for the purposes of processing and servicing transactions that you request or authorize.

We may also disclose nonpublic personal information about you under certain circumstances as permitted or required by law.

To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell the information we provide to other third parties.

### HOW TO OPT OR STOP CERTAIN DISCLOSURES ABOUT YOU –

If you prefer that we do not disclose nonpublic personal information about you to nonaffiliated third parties, you may opt out of those disclosures – you may direct us not to make those disclosures (other than those disclosures permitted by law). If you wish to opt out of the disclosures to nonaffiliated third parties, please contact us at:

- (813) 932-1301 Out of Area (800)275-4229
- Or mail a request to: Member Services  
Bay Gulf Credit Union  
3202 W Waters Av  
Tampa FL 33614

You may opt out of these disclosures at any time. This opt out, by law, will not apply to disclosures that are legally permitted, disclosures to other financial institutions that have joint marketing agreements with us, disclosures we make to companies that perform services on our behalf, or companies that process or service transactions you request or authorize.

Once we receive your request we have a reasonable amount of time to stop the disclosures. You may always contact us if you wish to revoke your opt out election.

#### **DISCLOSURE OF INFORMATION ABOUT FORMER MEMBERS –**

If you terminate your membership with Bay Gulf Credit Union, we will not share information we have collected about you, except as may be permitted or required by law.

#### **HOW WE PROTECT YOUR INFORMATION –**

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, or procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### **WHAT MEMBERS CAN DO TO HELP –**

Bay Gulf Credit Union is committed to protecting the privacy of its members. Members can help by following these simple guidelines.

- ❖ Protect your account numbers, plastic card numbers, personal identification numbers (PINs) or passwords. Never keep your PIN with your card. The PIN can provide free access to your accounts if your card is lost or stolen.
- ❖ Use caution when disclosing your account numbers, social security numbers, etc. to other persons. If someone calls you explaining the call is on behalf of the credit union and asks for your account number you should beware. Official credit union staff will have access to your information and will not need to ask for it.
- ❖ Keep your information with us current. If your address or phone number changes, please let us know. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately.

#### **Modification -**

The Credit Union reserves the right to modify, change or amend this Privacy Policy and Agreement at any time without notice other than as expressly required by applicable law.

#### **Fair and Accurate Credit Transactions Act –**

The Credit Union may report information about your account(s) to third parties such as credit reporting agencies/bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your loan and share/share draft account(s) may be reflected in your credit report. We may also share information when permitted by applicable law.

#### **Beware of Phishing Scams –**

"Phishing" scams often come as official looking Email that appear to have come from your Credit Union, bank, credit card company, eBay, etc. The Email usually says that there is something wrong with your account or that they need to verify your information. These messages have been forged and are fraudulent. Your Credit Union, bank, Credit Card Company, etc., will not contact you by Email to verify your information or inform you that you have a problem with your account. You should just delete these messages; never reply to them and never follow their instructions.

For further information you may wish to review the information provided at the following links:

#### **How Not to Get Hooked by a 'Phishing' Scam: From the Federal Trade Commission --**

<http://www.ftc.gov/bcp/online/pubs/alerts/phishingalrt.htm>

#### **Privacy: Tips for Protecting Your Personal Information: From the Federal Trade Commission –**

<http://www.ftc.gov/bcp/online/pubs/alerts/privtipsalrt.htm>

<b>USE OF CHECK IMAGES AND SUBSTITUTE CHECKS</b>
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For each original check that you deposit, you hereby authorize us (and any collecting institution, returning institution, Reserve Bank or processor which subsequently receives the original check) to create an electronic image ("check image") of the original check, and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may: (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network, or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the "Check 21 Act") instead of the check image.

A check image or a substitute check may be collected through one or more check clearinghouses, one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank, or exchange agreement.

You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a returned check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank or post to your Account, a paper copy or paper representation of an original check (including without limitation an image replacement document or IRD, or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check.

You agree that a check image that is received or created by the Credit Union in the check deposit, collection or return process shall be considered a "check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a check that you deposit with us, or that you draw on your Account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same manner as "check" or "item" under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.

#### **Visa Check Card Agreement**

COMPANY ACKNOWLEDGES AND UNDERSTANDS THAT THE CARDS ISSUED UNDER THIS AGREEMENT WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. COMPANY WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE CARDS. COMPANY ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH THE USE OF BUSINESS PURPOSE CARDS AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED BELOW.

#### **Liability and Promise to Pay**

Company agrees to be unconditionally and without limitation liable for all Transfers effectuated by use of the Visa Business Check Cards, whether authorized or unauthorized, whether utilized by Authorized User(s) or some other person, and whether arising from cards lost, stolen, or counterfeited. All employees who are granted use of any Access Device(s) shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement.

The Credit Union will only be liable for its own gross negligence or willful misconduct and will not be responsible for any loss or damage arising from or in connection with: 1.

any inaccuracy, act or failure to act on the part of any person not within our reasonable control, or 2. any error, failure, or delay in execution of any Transfer resulting from circumstances beyond our reasonable control, including, but not limited to, any inoperability of communications facilities or other technological failure. Provided we have complied with our obligations under this Agreement, you agree to indemnify, defend, and hold Credit Union harmless against any claim of a third party arising from, or in connection with this Agreement or the service we provide hereunder. Credit Union shall have no liability for consequential, punitive, indirect or special damages under any circumstances. Credit Union shall not be liable for circumstances beyond its control, such as fire, flood, and other acts of God, that prevent a transaction from being completed.

#### **Issuance of Cards and/or Access Device(s)**

Card(s) and/or Access Device(s) (together "Access Device(s)") will be used by your employees, agents, or other persons whom the Access Device(s) are provided (all of whom shall be deemed "Authorized User(s): under the terms of this Agreement) to initiate withdrawals or transfers from your Company's account(s) via ATMs, through participating Visa merchants, and other transactions using such Access Device(s). Company represents to the Credit Union that the Access Device(s) are intended to be used for business, commercial, or agricultural purposes, and not for personal, family or household purposes. The use of Access Device(s) for any consumer purpose is a breach of this Agreement and may result in the immediate terminal of the Agreement.

#### **Requesting New/Additional Access Device(s)**

Company may request that new Access Device(s) be issued to additional Authorized User(s) by providing the Credit Union with written notice of 1. the number of Access Device(s) to be issued, 2. the name(s) of the Authorized User(s); and 3. any other pertinent information required by the Credit Union.

Company agrees 1. to instruct its Authorized User(s) to use the Access Device(s) only in accordance with this Agreement and any internal policies that Company may establish regarding the use of the Access Device(s); 2. that any policies that Company has established regarding the use of the Access Device(s); 3. Company will maintain sufficient funds in the Account(s) to cover transactions made with Access Device(s) and will indemnify and hold Credit Union harmless for any transaction made using the Access Device(s); 4. Company is solely responsible for the security of the Access Device(s) and for the actions of any person that Company permits to use the Access Device(s), and for all use of the Access Device(s) whether by an Authorized User or by another person, unless Company has provided a Notice of Cancellation as set forth above and the Credit Union has had a reasonable period of time to act on the notice; and 5. there are no limits to the Company's liability if the Card or PIN is lost or stolen, except as set forth herein.

#### **Consent to the Scope of Rules Governing these Service(s)**

Company consents to be bound by the terms of this Agreement and any other agreements it has with Credit Union, together with all applicable state and federal laws and regulations, other industry rules and regulations, and normal banking customs and practices. This Agreement includes any Rules issued by third parties including but not limited to the National Automated Clearing House Association or VISA,

which rules are incorporated herein by reference. In addition, this Agreement shall be governed by applicable operating circulars of any Federal Reserve Bank, any applicable federal laws and regulations. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

#### **Notice Obligations of the Company**

Company shall immediately provide Credit Union with a notice that a Card has been lost, stolen, misplaced, or used without authorization, or that Company wishes to cancel or terminate a Card (any such notice is called "Notice of Cancellation"). Any Notice of Cancellation may be made by calling the Credit Union; Company shall follow any oral notice with written notice confirming the oral notice within two (2) business days. Any Notice of Cancellation must refer to the Card number, and a Notice of Cancellation must be addressed as follows: The Company will use its best efforts to recover and terminate the Card, and to promptly return it to Credit Union. Even after a Card has been cancelled, transactions for which Credit Union is responsible under applicable network rules may be posted to the Account.

#### **Visa's Zero Liability Policy**

These terms apply ONLY to transactions conducted via the Visa Network. Company understands that Visa's Zero Liability Policy shall protect it against unauthorized Credit Union transactions that may be made with an Access Device "IF" the transaction(s) are processed through the VISA Network. Visa's Zero Liability Policy covers U.S. issued cards only and does not apply to commercial transactions not processed directly via the VISA Network. If Company suspects any Access Device(s) have been lost or stolen, Company may not be responsible for any unauthorized purchases if Company reports the theft promptly. Upon notification from Company of unauthorized Business Check Card transactions, Credit Union shall limit Company's liability for those transactions to zero. The Credit Union requires such notification to be received within 60 calendar days of the mailing date of the first statement showing any unauthorized Visa Network transactions(s). In evaluating Company's claim, Credit Union shall consider whether gross negligence on Company's part has contributed to the transaction(s) in question. Company may be responsible for a loss if, based on substantial evidence, it is reasonably determined that Company was grossly negligent or fraudulent in the handling of any Access Device(s) or account. Credit Union may provide Company with provisional credit for unauthorized VISA Network transactions within five business days from receipt of notification. Additionally, Credit Union may require written confirmation of the unauthorized VISA Network transactions before providing provisional credit.

#### **Termination**

Credit Union shall have the right, at its sole discretion, to terminate Company's Access Device(s) privileges hereunder. All cards shall be canceled effective upon termination of this Agreement and Company shall return all cards to Credit Union. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of the Access Device(s) prior to the termination date.

#### **Temporary Holds**

To facilitate certain electronic transactions we may place temporary holds on funds in your accounts. These holds may be for periods of 36-hours or longer. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions; Therefore, transactions may be processed after the expiration of any such temporary holds, and it is your obligation to insure that sufficient funds are on deposit at all times to cover your transactions. In addition, most transaction networks and the rules they operate under allow merchants to obtain approvals for sums greater than the actual amount of the charge that will eventually be debited from your account. Therefore, there may be a temporary freeze against all or a portion of your funds that cannot be used for other transactions, which can result in an overdraft. Both the Credit Union and you are subject to these network transaction rules, which are the standard for the debit card industry. **In some instances (e.g., hotels and car rentals) the merchant will obtain authorization for up to three times the expected billing, which can remain against your account for the time periods indicated. Therefore, the Credit Union recommends you do not use your check card when checking in at hotels or renting card.** Note: using your check card to settle your bill at departure does not generally subject you to the delayed hold release. You are fully responsible for managing your account in light of these considerations, which are not within the Credit Union's control; and you are responsible for any overdrafts that occur due to such holds imposed via the parties with whom you transact business.

#### **Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions**

If you effect or authorize a transaction with your Access Device in a currency other than US Dollar, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA. The exchange rate VISA uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. **Cross-Border Transaction Fee:** In addition VISA charges a Cross-Border Assessment up to 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United State but which are ultimately settled in country outside of the United States. The Credit Union will assess these fees to you to reimburse us for the fee we are required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown on your periodic statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

## Business Internet Banking and Bill Pay

This Agreement sets forth the terms of the cash management services ("Services") that "Bay Gulf Credit Union" ("us" and "Credit Union") makes available to its customers ("you"). By applying for any Services, you agree to be bound by these terms. Your use of any Service will be additional evidence of your agreement to these terms.

- 1. Services.** We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise.
- 2. Equipment.** You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.** You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment.

You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the computer programs, Service guides, security procedures, software and systems provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

- 3. Accounts.** Your application may list certain accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us

immediately in writing of any change to that authorization.

You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire or ACH Services, for example, you will need to specify the account from which transfers should be made.

You may appoint an individual (an "Administrator") with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate security codes for you and each user, as well as limits on each user's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services.

You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

- 4. Fees.** You agree to pay us the fees we establish for each of the Services. See our fee schedule for details. We may send a bill to you for the fees (which must be paid within 10 days of the invoice or statement date) or charge them directly to your accounts with us. If you fail to pay any amount owing to us under this Agreement, it will bear interest at the rate of 12% per year until paid. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds

belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

**5. Access to Account Data.** Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch of account for loan and deposit information.

**6. Information Processing and Reporting.** We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

a. **Information You Provide to Us.** You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge

your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

b. **Your Instructions.** You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

c. **Your Review.** You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

**7. Reliance on Third Parties.** Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, at our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be

responsible for any services you receive from third party vendors.

- 8. User Guides and Security Procedures.** We may provide you with a User ID and/or passwords (collectively, a "Security Code") to access the Services. We may also provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to: (a) comply with the User Guides and procedures that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Security Code, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) closely and regularly monitor the activities of employees who access the Services; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change the passwords you assign to your employees on a regular basis, but no less frequently than every 90 days. You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Security Codes or is otherwise

processed by us in accordance with our security procedures.

- 9. Wire Transfer Service.** If you are approved for this Service, you can provide us with electronic instructions to transfer funds to third parties. You will receive a message that confirms our receipt of your wire instructions.
- 10. Automated Clearing House ("ACH") Service.** If you are approved for our ACH Service, you agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA") (collectively, the "Rules"), as amended from time to time. You can obtain a copy of the Rules by contacting **EastPay, Inc. - Florida Office** 901 North Lake Destiny Rd Maitland, FL 32751 (800) 749-3774

You may initiate ACH debit entries only with the prior written authorization of the persons whose accounts are affected by such entries. You agree to maintain a copy of each authorization for a period of two years following its termination, and to provide us with a copy upon request. You will not submit ACH debit entries to collect funds for checks or other paper items which have been dishonored and returned for any reason, even if such represented check entries are permitted under the Rules.

You agree to maintain sufficient collected and available funds in your account for a period of two business days prior to the settlement date to cover the amount of your transfers, as well as returned or reversed debit entries, adjustments, and other amounts owed to us under this Service. We may refuse an entry if there are not sufficient collected and available funds in your account on the date we initiate the transaction (up to two business days before an ACH settlement date) or on the settlement date. We will notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two business days after the date the transaction was to be effected. We are not required to pay you interest on a rejected entry for the period from refusal of the entry to your receipt of the notice of refusal. If an entry is returned by the ACH, we may submit the entry back to you, adjust your account, and await further instructions. We may remake such entry, however, if the return is due to our error and we have sufficient data to remake the entry. You agree to retain and provide us with the necessary information to make such entries until midnight of the third business day following the settlement date.

Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

11. **Book Transfer Service.** Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. You may instruct our electronic system to make transfers between your accounts at any time on any day.
12. **Online Bill Payment Service.** This Service allows you to obtain information about your accounts and transactions, communicate with us electronically, and make payments to others.
- a. **Bill Payments.** You may make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Services, you must specify which account you wish to use in making payments.
  - b. **Eligible Payees.** We reserve the right to determine who may be a payee of online payments. You may not use the Service to pay taxes. Unless we advise you otherwise, payments may be made only to payees located in the United States.
  - c. **Initiating Payments.** To initiate a payment, you must specify the person or business you are paying, the date for processing your payment, the amount to be paid, and (if you have one) your account number with the payee. The first time you request a payment to be made to a payee, you must also specify the payee's address and the number of the account from which the payment is to be made. We may modify the payee address to accommodate special processing requirements. We will send your payment to the payee either by transferring the funds electronically or by mailing a check to the payee.
  - d. **Automatic Recurring Payments.** You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, we will make the payments without further requests by you. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.
  - e. **Charging Your Account.** When you transmit a payment request, you authorize us to charge your designated account on the date we process the payment (e.g., the day we initiate payment by an ACH entry or pay a check). We may treat online checks with the same effect as if you had signed them. You may not stop the payment of an online check once the transaction has been posted to your account.
  - f. **Scheduling Bill Payments.** Our online system will ask you to specify a "Process Date" for each payment. Since we cannot initiate a payment by check or ACH transfer earlier than the business day following our receipt of your instruction, you may select any business day other than the current date as the Process Date. You should enter and transmit your payment instructions to us five-to-ten business days before your payment is due (without regard to any grace period). The first time you initiate a bill payment for a specific payee, you must provide us with the necessary payment information and instruction 10 business days in advance of the date you want us to initiate payment. Although we may be able to pay certain payees electronically within three business days of the Process Date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is your responsibility to request that payments be made in such a manner that they will be received in time. You are solely responsible for any damages, such as late charges, that may be imposed as a result of your failure to identify the correct Process Date and transmit your payment instructions to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing Process Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.
  - g. **Canceling Bill Payments.** If you make a mistake or decide to cancel a payment order you have entered in our system, you can cancel it on the same day by sending us a cancellation request prior to our then-current cutoff hour for such requests.
13. **Electronic Data Interchange Service.** If you are approved for this Service, you may originate or receive data transmissions that consist of documents and payment instructions. This Agreement applies only to the EDI Services that we provide to you. The legal relationships, and the terms and conditions relating thereto, between you and your trading partners will be governed by the terms of the EDI contracts between you and them, and will not be binding on us.
14. **Stop Payment Service.** You may stop payment on a check by providing us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is

incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing.

**15. Amending/Canceling a Transaction.** Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

**16. Our Rejection of Transactions.** We may refuse any transfer or payment instruction without cause or prior notice.

**17. Notice of Returned Payments or Transfers.** We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

**18. Unauthorized Transactions.** We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you.

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

**19. Transaction Limits and Safeguards.** You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

**21. Electronic Mail/Internet.** If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, we recommend that you not send account data or other sensitive information to us by e-mail.

You use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the un-timeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

**20. Cutoff Hours.** A number of our Services are subject to processing cutoff hours 12:00 p.m.(EST) for wire transfer orders; 3:00 p.m. for ACH transaction entries; and 4:00 p.m. for stop payment orders and

7:00 pm for internal book transfers. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding holidays. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

- 21. Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we

undertake to reduce any loss or liability that arises in connection with your Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

- 22. Indemnification.** You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.
- 23. Arbitration.** At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in accordance with the terms of your deposit agreement with us.
- 24. Statements and Notices.** Information on transfers to or from your accounts will be reflected on your periodic statements e. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries or bill payments.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss

of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at Bay Gulf Credit Union, 3202 W Waters AV, Tampa FL 33614

**25. Your Records.** This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

**26. Termination.** You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Security Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

**27. Miscellaneous Terms.**

a. Agents. You will not allow others to provide instructions to us (e.g., wires transfer orders or ACH entries) on your behalf without our prior written consent. You will

be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

b. Amendments. We may amend (add to, delete or change) the terms of this Agreement, the Service fees, and User Guides by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material affect on your use of the Services.

c. Florida Law. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, without reference to Florida's conflict of law provisions.

d. Compliance with Laws. You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

e. Entire Agreement. This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services.

f. Financial Review. You agree to provide us with a financial statement or information on your financial condition upon our request.

## COMMON FEATURES OF ALL ACCOUNTS

- 1. Nature of Dividends.** The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Schedule are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.
- 2. National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
- 3. Limitations on Maximum Shares Held by One Member.** The Credit Union's Board of Directors may limit the maximum amount of shares one member may hold by resolution, which they may set or change from time to time.
- 4. Transfer and Assignment.** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any of the funds in this Account to repay any debt due it from any named Account owner. Your Accounts may be pledged to secure your existing or future obligations owed to this Credit Union.
- 5. Fees and Charges.** The fees and charges set forth in the Schedule may be assessed against your account(s).
- 6. Par Value Requirements.** The Par Value of a membership share, which must be fully paid to become a member or maintain membership or to receive and maintain any accounts or services with us is set forth in the Schedule. The sum of your membership share shall be paid into and retained in your share savings or other appropriate account.
- 7. Transaction Limitation on All Accounts.** No member may withdraw any amount on deposit below the amount of their primary or contingent liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.

## YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are listed throughout this brochure.

- FREE BUSINESS CHECKING
- BUSINESS COMMUNITY CHECKING
- BUSINESS ANALYSIS ACCOUNT
- BUSINESS INTEREST CHECKING

**Tier 1** – If your average daily balance is \$50,000.00 or more, a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.

**Tier 2** – If your average daily balance is more than \$10,000.00 but less than \$50,000.00, a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.

**Tier 3** - If your average daily balance is more than \$1,000.00 but less than \$10,000.00 a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.

**Tier 4** - If your average daily balance is more than \$999.99 but less than \$25,000.00 a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.

### Business Savings

#### Prospective Dividend rate:

**Tier 1** – If your average daily balance is \$0.00 to \$999.99 a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.

**Tier 2** – If your average daily balance is \$1,000.00 or higher a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.

### MONEY MARKET ACCOUNT

**Tier 1** – If your average daily balance is \$100,000.00 or more, a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.

**Tier 2** – If your average daily balance is more than \$49,999.99 but less than \$100,000.00 a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.

**Tier 3** - If your average daily balance is more than \$24,999.99 but less than \$50,000.00 a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.

**Tier 4** - If your average daily balance is more than \$9,999.99 but less than \$25,000.00 a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.

**Tier 5** - If your average daily balance is more than \$0.00 but less than \$1000.00 a prospective dividend rate on your account is \_\_\_\_% with a prospective annual percentage yield of \_\_\_\_% for the current dividend period.



## Schedule of Business Fees & Services - Effective November 1, 2007

### Business Checking Accounts

#### Free Business Checking

	Fee
Monthly Maintenance	Free
Checks Deposited 0 – 50	Free
Checks Deposited 51 or more	\$ .30 each
Checks Paid Transactions 0 – 100	Free
Checks Paid Transactions 101 or more	\$ .30 each
Cash Deposited Up to \$5,000	Free
Cash Deposited 5,001 or more	\$ .15 per \$100

#### Business Interest Checking

Monthly Maintenance (If balance falls below \$10,000)	\$10.00
Checks Deposited 0 – 75	Free
Checks Deposited 76 or more	\$ .20 each
Checks Paid Transactions 0 – 125	Free
Checks Paid Transactions 126 or more	\$ .20 each
Cash Deposited Up to \$5,000	Free
Cash Deposited \$5,001 or more	\$ .15 per \$100

#### Community Business Checking

Monthly Maintenance	Free
Checks Deposited unlimited	Free
Cash Deposited Up to \$5,000	Free
Cash Deposited \$5,001 or more	\$ .15 per \$100

#### Business Analysis Checking

Monthly Maintenance	\$15.00
Checks Deposited 0 – 75	Free
Checks Deposited 76 or more	\$ .20 each
Checks Paid Transactions 0 – 125	Free
Checks Paid Transactions 126 or more	\$ .20 each
Cash Deposited Up to \$5,000	Free
Cash Deposited \$5,001 or more	\$ .15 per \$100

### Business Savings and Money Market Accounts

#### Business Money Market Account

	Fee
Monthly Maintenance	\$10.00
<i>(If balance falls below \$2,500 at any time during the month)</i>	
Transfers & Withdrawals	\$7.50
<i>(In excess of 6per item)</i>	

#### Business Savings Account

Monthly Maintenance	Free
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### General Products and Services

#### Ancillary Services

	Fee
Account Research/Reconciliation Fee	\$25.00 per hour
<i>(1 hour minimum)</i>	
Deposit Adjustment Fee	\$5.00
Deposit Bags	See Catalog
Deposit/Cashed Check Returned Fee	\$6.00
Early Account Closure Fee	\$30.00
<i>(Closed within 6 months of open date)</i>	
Foreign Check Collection Fee	\$35.00
Gift Card (per card ordered)	

In-branch Order	\$5.95
Online Order	\$5.95 - \$7.95
Telephone Order	\$5.95 - \$7.95
Image of Paid Check Fee (Online Banking)	Free
Inactive Account Fee (If no activity within 6 month)	\$6.00
Loan Payment Return Fee	\$25.00
Money Orders	\$2.00
Night Depository Rental	Free
Night Depository Lost Key Fee	\$15.00
Non-Sufficient Funds Fee (NSF)	\$35.00
Notary Fee (per document) - Members	Free
Notary Fee (per document) – Non-Member	\$8.00
Official Check Fee (member)	\$2.00
Official Check Fee (non-member)	\$5.00
Official Check Copy	\$5.00 per item
Overdraft Transfer Fee	\$ 5.00 per item
Photocopy of Paid Check Fee (In-branch request)	\$3.00 per item
Research – Subpoena/Legal Processes (1 hour minimum)	\$25.00 per hour
Rolled Coin (per roll purchased)	\$.10
Safe Deposit Box (annual rental fee)	
3" x 5"	\$25.00
3" x 10"	\$35.00
5" x 10"	\$45.00
10" x 10"	\$75.00
Box Drilling Fee (minimum fee)	\$150.00
Inventory of Box Contents (1 hour minimum)	\$25.00 per hour
Replacement Key	\$15.00
Statement Copy Fee	\$5.00 per statement
Strapped Bills Purchased	\$.15 per strap
Stop Payment Fee (Check or ACH) (single check or sequential range)	\$25.00
Temporary Checks	\$5.00 per request
Telephone Transfer Fee (restrictions apply)	\$2.00
Travelers Check Fee	\$2.00 per \$100
Verification of Account Letter	\$5.00
Verification of Deposit Fee	\$5.00 per request
Wire Transfers	
Incoming (Domestic)	\$7.50
Outgoing (Domestic – In-branch or Telephone)	\$15.00
Incoming (International)	\$7.50
Outgoing (International – In-branch or Telephone)	\$30.00

## Electronic Business Services

	Fee
ACH Item Return Fee	
Non-Sufficient funds	\$35.00 per item
Uncollected Funds	\$35.00 per item
ACH items in excess of Regulation D limit (per item)	\$35.00 per item
ACH Stop Payment of Preauthorized Item	\$25.00 per item
Non-proprietary ATM Withdrawal	\$1.50 per withdrawal
Replacement Check Card or PIN	\$5.00

## Business Online Banking, Bill Pay & Presentment

	Fee
Online Banking	Free
Bill Pay Fee	
First 10 Bills Paid (per month)	Free
Over 10 Bills Paid (per month)	\$.35 per bill
Bill Presentment Fee	Free
Bill Presentment Year-end Account Summary CD (Contains payment history, bill images & bill summary)	\$30.00
Check Images	Free

Please refer to our Business Account Services - Terms & Conditions Disclosure for other account information. All terms and fees subject to change.