

# Universal Account Agreement

Effective 7.15.2016

**This document contains the rules, terms and conditions which govern your accounts with USF Federal Credit Union or one of its divisions: Darden Credit Union, a division of USF Federal Credit Union, or Red Lobster Credit Union, a division of USF Federal Credit Union. Please read this document carefully. You are urged to keep a copy of this Agreement. Please call us if you have any questions.**

**Definitions** The paragraph headings are for convenience only and do not form a part of this Agreement. In this Agreement, the plural shall also mean the singular, the masculine shall mean the feminine, and vice versa. The terms defined in this paragraph shall have the following meanings: The words “you” and “yours” shall refer to each person signing on the Membership Application and Account Agreement. The terms “Credit Union”, “CU”, “we”, “us” and “our” mean the USF Federal Credit Union or one of its divisions: Darden Credit Union, a division of USF Federal Credit Union, or Red Lobster Credit Union, a division of USF Federal Credit Union. The term “Account” means all accounts and services provided hereunder. The term “Agreement” means this Universal Account Agreement, the Rate Sheet, Schedule of Fees, and the Member Service Brochures. The term “Signature Card” means the Membership Application and Account Agreement you sign for particular accounts with us. The term “item” means share drafts, deposit drafts, checks, drafts or any other negotiable instruments. The term “Statements” means a periodic statement of account or items notifying you of activity in your account. The term “ATM Card” or “Debit Card” means the Credit Union’s ATM/Debit card and any duplicates and renewals we issue. Everyone who receives, signs, or uses an ATM Card or Debit Card issued under this Agreement must be a party to this Agreement. The term “ATM” means the automated teller machines available for your use. The term “PIN” means the personal identification number given to you that you must use in conjunction with the ATM Card, Debit Card, Audio Banking service or Online Banking. The term “Primary Account Holder “ or “Primary Member” is the person who is eligible for membership and whose name appears first on the Membership Application and Account Agreement. The term “*business day*” does not include any Saturday, Sunday, or federal holiday, even though our offices may be open.

**Agreement** By signing the Membership Application and Account Agreement, you hereby make application for membership in the USF Federal Credit Union or one of its divisions: Darden Credit Union (a division of USF Federal Credit Union) or Red Lobster Credit Union (a division of USF Federal Credit Union) and agree to conform to its bylaws and amendments thereof, copies of which are available to you, and to subscribe for at least one share, the value of which shall be determined from time to time by the Credit Union’s Board of Directors. You agree that the Credit Union, pursuant to provisions of the Bank Secrecy Act, must see certain identification, verify the accuracy of that identification and keep copies of the identification provided. You agree that it is unnecessary for the Credit Union to retain the original of any document. You agree that the electronically stored image of any document is the original of that document, and that any document provided to you is a copy of that document. You agree that the Credit Union may rely upon an electronic version of your signature. You agree that the agreements set forth herein contain the various types of accounts and services offered and shall govern your use of such accounts and services.

We may change this Agreement at any time. We may add new terms. We may delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services. We ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account. If you continue to use your account or keep it open, you are deemed to accept and agree to the changes and are bound by the changes. If you do not agree with a change, you may close your account as provided in this Agreement. The changes will be effective on the date that the Board of Directors specifies or as otherwise required by law. If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect. No representation or statement made by any employee of ours shall be binding upon us unless it is made in writing and signed by an authorized officer. This agreement amends, replaces and supersedes any prior agreements. Each account is subject

to such other items, conditions, rules and requirements as the Credit Union's Board of Directors may establish from time to time. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future. Accounts are federally insured by the National Credit Union Share Insurance Fund subject to federal laws and regulations.

**Membership** To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain one share ("the membership share") as required by the Credit Union's Bylaws. If you are an owner, partner, principal, shareholder, or member of an entity, that entity may also join as a member of the Credit Union and have its own accounts if it is principally comprised of people who are eligible for membership at the Credit Union. Before opening the account, we may require any signer to provide proper evidence that the entity is lawfully formed (e.g., by submission of articles of incorporation, partnership agreement, business license, etc.), and to establish both his or her authority to act as a signer for the entity (e.g., notarized board resolution, partnership letter, etc.) and his or her identity as a signer of the entity.

**Identification and Authorization to Obtain Information** To help the government fight the funding of terrorism and money laundering activities, and to protect you against identity theft, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your legal name, mailing and physical residential addresses, date of birth, your social security number or other government identification number, and other information that will allow us to identify you. You must tell us when this information changes. We will require you to provide us with your current driver's license or other government issued identifying documents. We may require one or more forms of unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded. You must notify us if your name, address or other information changes. We may require you to provide such changes in writing to us. If we attempt to locate you, and cannot, we may impose a fee as disclosed on the Rate Sheet and Schedule of Fees or other applicable agreement. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

**Backup Withholding and Taxpayer Identification Number (TIN) Information** When you open an account, we are required to obtain – and each U.S. citizen or resident alien must give us – a certified U.S. Taxpayer Identification Number (TIN) and information regarding your backup withholding status. When you apply for an account, you certify that you have provided the correct TIN for the account holder and the correct backup withholding status. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest and certain other payments. Backup withholding is not an additional tax. You should claim amounts withheld and paid to the IRS as a credit on your federal income tax return. If you fail to provide your TIN, we will open an account that does not earn dividends. For individual accounts, the TIN is your Social Security Number (SSN). For individual accounts with more than one owner, we report taxpayer information for the person listed first in our records. If you are a nonresident alien individual or entity, you are generally exempt from information reporting and backup withholding, with some exceptions (including Canadian residents and interest income effectively connected with the conduct of a trade or business in the United States). As an exempt foreign person or entity, you must provide the address of your permanent foreign residence or the entity's principal foreign office on the Form W-8 that you give to us. For accounts with multiple owners, all owners must certify their status as foreign persons. You must renew your status as an exempt foreign person or entity prior to the end of the third calendar year following the year in which you last certified your status. If you fail to renew your status by the last day of the third calendar year (December 31st), your dividend, interest and certain other payments are subject to backup withholding. Some limited exemptions from this renewal process exist. If you become a U.S. citizen or resident after opening your account, you must notify us within 30 days and provide us with your certified name and TIN. For more information or to determine how this information applies to you, consult your U.S. tax advisor.

**Credit Union Lien and Security Interest** You agree to and grant as security for all obligations you have with us, except obligations secured by your principal residence, any or all of the funds in any account, now or in the future, in which you have an ownership interest or the right to withdraw funds without regard to any statutory presumption regarding ownership, without the requirement that the debt be owed by such Account Owner, and regardless of who contributed the funds to the Account. To the extent you owe

the Credit Union money as a borrower, guarantor, and endorser or otherwise, the Credit Union has a statutory lien, and by this document a consensual lien, on any or all of the funds in any account, now or in the future, in which you have an ownership interest or the right to withdraw funds without regard to any statutory presumption regarding ownership, without the requirement that the debt be owed by such Account Owner, and regardless of who contributed the funds to the Account. The Credit Union may enforce this lien, by freezing account funds, without any further notice and prior or subsequent to a default, even if an overdraft, dishonor, or interest penalty results. You may not withdraw shares that are security on loans without written approval of a Credit Union Loan Officer or other Credit Union Officer, except to the extent that such shares exceed what you owe to us or which you are contingently liable to us. All accounts are not assignable and nontransferable to third parties, unless otherwise agreed to by us in writing. In the event of a default, we may apply the balance said funds to any obligation you have with us.

**Common Features** We reserve the right, at any time and at our complete discretion, to require you to give, in writing, not more than 60 days' notice of intention to withdraw the whole or any part of the amounts on deposit for you. You agree the Credit Union shall not be responsible for any delay in performance hereunder resulting from events beyond the Credit Union's control including, but not limited to, computer, transportation, communication or equipment failure, delays caused by another party, fire, flood, or other acts of God, war, or nature. If we have to institute suit against you as a result of a breach by you in this Agreement or as a result of non-payment of amount owed by you, you agree to pay our costs of collecting the debt, including, but not limited to reasonable attorney's fees and court costs. You agree to hold harmless and indemnify the Credit Union, its employees, and agents from and against any and all loss, claims or damages; including reasonable attorney's fees that we may incur on your behalf, except as may be attributable to the Credit Union's lack of good faith or failure to exercise ordinary care. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

**Arbitration** Any controversy or claim arising out of or relating to this Agreement and/or Account shall be settled by binding arbitration. You further agree that any such arbitration shall take place in Tampa, Florida. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. No provision of this Agreement, nor the exercise of any right under this agreement, shall waive the arbitration requirement or limit the right of the Credit Union to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration; (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this agreement upon the breach of any term or condition herein; or (5) to proceed with collection of the Account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. Any and all arbitration under this contract will take place on an individual basis; class arbitrations and class actions are not permitted. You further agree that you are waiving the right to trial by jury and to participate in a class action.

**Consent for Contact** In accordance with the Telephone Consumer Protection Act (47 U.S.C 227), you consent to the Credit Union and its agents contacting you at any telephone number you have provided to the Credit Union using natural or artificial voice calls, automatically dialed calls, prerecorded messages, text messages, e-mails, and any other method, to deliver information and marketing messages, and for all other lawful purposes. In providing the telephone number, you confirm you are the subscriber or customary user of the number provided. You agree to notify the Credit Union of any change in the numbers provided. You understand this consent is not required as a condition of purchasing any property, goods or services, and that you may revoke consent.

#### **Fair and Accurate Transactions Act**

**Negative Account Information Notice** Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our Agreement. After providing this notice, additional negative information may be submitted without providing another notice. We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**Unlawful Internet Gambling Enforcement Act (UIGEA) Notice** This notice is to inform you that transactions that are restricted under the Unlawful Internet Gambling Enforcement Act (UIGEA) are prohibited and should not be processed through your account at the Credit Union. Knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made are prohibited. The Credit Union understands that online state lotteries, horse racing and fantasy football are not considered illegal under the statute. We have the right to refuse a transaction which we reasonably believe involves Internet gambling or illegal activity.

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

### **Account Ownership**

**Single Owner Accounts** A single owner Account is an Account owned by one member including any individual, corporation, partnership, trust or other organization qualified for Credit Union membership. If the Account is a single owner account the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner's or owner's agent's request prior to notice of an owner's death.

**Multiple Owner Accounts** An Account owned by two or more persons is a multiple owner Account. All multiple owner Accounts are joint Accounts with rights of survivorship and not as Tenants in Common. Upon the death of an owner, that person's interest will pass to the surviving owner(s). Any multiple Account owner is authorized and deemed to act for the other owner(s), and the Credit Union may accept orders and instructions from any other Account owner(s). Each multiple Account owner guarantees the signatures of the other owner(s). Any Account owner may withdraw all funds in the Account (except Share Certificate Accounts), stop payment on items drawn on an Account, transfer or pledge to the Credit Union all or any part of the shares of any Account without the consent of the other Account owner(s) and the Credit Union shall have no duty in such event to notify any other Account owner(s). The Credit Union reserves the right at any time to require written consent of all Account owners for a change of ownership or termination of a multiple owner Account. If the Credit Union receives written notice of a dispute between Account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the Account, require a court order to act or require that all Account owners agree in writing to any transaction concerning the Account. If any item deposited in a multiple owner Account is returned unpaid, an Account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple owner Account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefitted from the transaction. If any Account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the multiple owner Account regardless of who contributed the funds to the Account.

**POD Accounts** A Payable on Death (POD) Account is an instruction to the Credit Union that an Account so designated is payable to the owner(s) during the account owners' lifetimes, and upon the death of the last Account owner, such POD Account is payable to any named and surviving POD designated on your Account Card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any POD designation must be unequivocal and accepted and acknowledged by us in writing. Furthermore, any POD designation will apply only for the account to which that Account Card/Signature Card is directed. Notwithstanding the foregoing, any POD designation will not apply to Share Certificate accounts or Individual Retirement accounts (IRAs), which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation whatsoever to notify any beneficiary of the existence of any Account or the vesting of the beneficiary's interest in any Account, unless required by law. Upon the death of the last surviving owner, payment to any beneficiary shall be valid and discharge us from any liability for such payment. No beneficiary may pledge any part of the shares in this account as collateral for any loan or loans with us. Only the account owner(s) may pledge all or any part of the shares in this account as collateral for any loan or loans with us, and such pledge shall survive after the death of the account owner(s) and shall be superior to the rights of any beneficiary. The death of an account owner shall not affect the validity of any statutory or consensual liens created prior to the death of the Account owner(s).

The Owner may remove from ownership in the account any or all beneficiaries. The beneficiary so removed shall have no interest, rights or privileges in and to the account or assets thereof. To be binding with the Credit Union, such revocation must be in writing and accepted by us.

**Accounts for Minors** For any Account established for a minor, the Credit Union reserves the right to require the minor Account to be a multiple owner Account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts in such Account. The Credit Union may make payments of funds in such Account directly to the minor without regard to his minority. Unless a guardian or parent is an Account owner, the guardian or parent shall not have any right to access the Account.

The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any Account owner. The Credit Union shall not change the Account status when the minor reaches the age of majority, unless authorized to do so in writing by any account owner.

**Sub Accounts** Except for IRA Accounts, all sub-account types, except Share Certificate Accounts, opened under the Share Account number will be owned by the same owner(s).

### **Share Account Types**

**Primary Savings (Primary Share) Account** This type Account is established when the application for membership is accepted. A purchase of one share is required to open this Account, and it is also the minimum balance requirement for this Account. Voting privileges are extended to the Primary Account Holder of this type Account. Joint Account Holders of this type Account are not eligible to vote.

**Special Savings, Holiday Club Savings (Special Share) Accounts** These Accounts are available for members to save for a special purpose. These accounts have no minimum balance requirements. The funds in the Holiday Club Savings Account are automatically transferred to the Primary Savings Account on November 1st each year.

**Individual Retirement Accounts (IRAs)** Traditional and Roth IRA Accounts are available to those members who are eligible to open these Accounts pursuant to laws established by the United States. For all type of IRA Share Accounts, there is no minimum deposit required to open the Account except for the IRA Share Savings Accounts. The minimum balance required is \$5.00.

**Share and IRA Certificate Accounts** Nothing contained in this Agreement shall be construed so as to make the Certificate Account a demand deposit, and we reserve the right to require at least seven (7) days written notice of an intention to withdraw any funds represented by a Certificate. This notice time may be increased according to our Bylaws or under applicable laws. You will receive a receipt for the funds deposited in the Certificate Account you establish with us. The receipt is merely evidence of your Certificate Account with us and is non-negotiable and non-transferable. Certificate Accounts may not be pledged, transferred or assigned to any party other than this Credit Union. Additional terms and conditions are disclosed in the Truth in Savings section of this Agreement.

**Checking (Share Draft) Accounts** The Credit Union offers Checking Accounts. Please refer to the Rate Sheet and Schedule of Fees to determine fees, minimum balance requirements, and monthly service charges. The Credit Union is under no obligation to pay any item that contains a suspected forgery or alteration and, in such an event we will incur no liability for any action regarding the nonpayment of any item. You agree that in no event will the Credit Union be liable for damages for the dishonor of any item as long as we act in good faith and exercise ordinary care, regardless of whether you have a balance in your Account sufficient to pay any item that we fail to pay. The Credit Union will not be liable for any loss resulting from any reasonable delay in sending notice to you that the item has been returned uncollected. The Credit Union is not liable to you if the Credit Union pays an item containing an alteration or a forged or unauthorized signature.

You understand that your original items will not be returned to you. You are responsible for examining each statement and, if you request them, copies of items, and reporting any irregularities to the Credit Union. For a fee, the Credit Union shall give you a copy of any paid item charged to this Account upon receiving a written request from you. You agree that the availability of obtaining a copy of a paid item, upon request made to the Credit Union, constitutes a reasonable manner in which the Credit Union may make available paid items. We may charge this Account for this service in accordance with the fee schedule established by our Board of

Directors. You agree that the Credit Union's retention of items does not alter or waive your responsibility to examine your statements or alter the time limits for notifying the Credit Union of any forgery, alternation, errors or objections.

In the event we pay an item drawn on this Account, we may charge this Account the amount of such item, even if the item is presented more than six (6) months after its date.

If an item is presented for payment and the amount of such item exceeds the fully paid and collected share balance in this Account, we may assess this Account a charge (to be established from time to time by our Board of Directors) for the presentment of such item regardless of whether or not the item is paid. You agree the Credit Union shall not be responsible for the acts or omissions of any other party selected in connection with this Account or the condition of any item, draft or other item handled under this Account subject to the Credit Union's duty to exercise ordinary care.

**Money Market Accounts** may earn higher dividends than the basic savings with our tiered pricing structure. Please refer to this agreement and disclosure, the Rate Sheet and Schedule of Fees to determine applicable fees, transaction limits and minimum balance requirements for this account.

## Truth-In-Savings

**Account Fees** You agree to pay certain Account fees in accordance with the Schedule of Fees provided to you at Account opening. You agree that the Schedule of Fees may be amended from time to time. Advance notice of these changes will be provided as required by law. The Credit Union may charge a fee and/or stop paying dividends on dormant Accounts. The Rate Sheet, Schedule of Fees and any amendments to same are hereby incorporated as part of this Agreement.

The following disclosures apply to all accounts unless specifically noted otherwise.

**Rate Information** The initial dividend rate and Annual Percentage Yield (APY) on your accounts is disclosed on the Rate Sheet accompanying this agreement. The APY is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. Unless otherwise indicated, all share accounts are variable rate accounts and have no rate change limitations. The rate is a tier rate and APY unless exceptions are indicated. The rate and APY is set forth by the Board of Directors and is subject to change at any time.

**Dividends and Dividend Crediting** For share Accounts, the Account Dividend Rates and the corresponding Annual Percentage Yields (APY) disclosed on the Rate Sheet is set by our Board of Directors prospectively and are subject to change each dividend period. Dividends will be compounded and credited monthly. Dividend periods begin on the first calendar day of the period and end on the last day calendar day of the period. Dividends will begin to accrue on both cash and non-cash (check) deposits on the business day the deposit is made to an account. Accrued dividends will be paid if the account is closed prior to dividend crediting, unless otherwise specified below.

The Dividend Rate and APY for Share and IRA Certificates when the account is opened or renewed may change based on the account's maturity date.

For Share and IRA Certificates, the APY is based on the assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

**Balance Computation Method** We compute the balance on all share accounts to determine the dividends you will be paid by using the average daily balance method, which applies a periodic rate to the average daily balance in your account for the period. The average daily balance is calculated by adding the ending balance in the account for each day of the period and dividing that figure by the number of days in the period.

**Ability to Pledge Funds** Unless otherwise stated, any or all of the account holders may pledge all or any part of the funds in an Account as security for a loan or loans with the Credit Union only.

**Disclosures** For Share Accounts, applicable disclosures are provided to you when your Account was opened.

For Share and IRA Certificate Accounts, applicable disclosures are provided to you when the Account was opened or renewed.

**Overdraft Protection** Although we are under no obligation to pay any item that exceeds the fully paid and collected share balance in the Account, we may, at our option, pay such item or permit the withdrawal even though the payment or withdrawal causes an overdraft in the Account. Except as otherwise agreed to in writing, the Credit Union, by covering one or more overdrafts, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union decides to pay an item that overdraws your Account, you agree to immediately pay the overdraft amount plus a fee as disclosed on the Schedule of Fees. In the event there is a negative balance, each signer on the Account and each Account Owner is jointly and severally liable for the negative balance, fees incurred, and interest thereon. The Credit Union may charge the amount of the negative balance against any other account from which you are entitled to withdraw money or establish a credit advance pursuant to any credit agreement between you and the Credit Union.

We reserve the right to pursue collection of previously dishonored items at any time. We shall not be obligated to notify you that a noncash item has been dishonored or not otherwise been collected.

**Overdraft Transfer** All members are eligible for overdraft transfer protection. When you open a checking account you may link your primary Savings or any other Credit Union approved accounts to your Checking Account to automatically cover overdrafts. Please refer to the Rate Sheet or Schedule of Fees for applicable fees.

**Overdraft Information** The Credit Union is under no obligation to pay a check, which exceeds the balance in the checking account; the Credit Union may, however, pay such a check and pay the amount of the resulting overdraft against the Primary Savings or Money Market Account (if you have elected) from which the person who signed the check is entitled to withdraw shares. Some Money Market transactions (including overdrafts) will be limited to six per month. See below for Money Market withdrawal limitations.

**Posting Order** The law permits us to pay items (such as checks or drafts) drawn on your Account in any order. We reserve the right to do so. Presently, when processing items drawn on your account, our practice is to process and post deposits and other credits and checks and other items to your account on the day we receive the files or transactions, from the lowest amount to the highest amount. If more than one file is received in any given day, each file is treated separately.

**Deposits and Endorsements** Funds deposited in person to a Credit Union employee are considered deposited that day. Funds mailed to the Credit Union are deposited when received. Funds deposited in non-staffed depositories are considered received when removed from the depository, are processed and are confirmed pursuant to Credit Union procedures. If you make a deposit on a business day that we are open, we will usually consider that day to be the day of your deposit. All non-cash items credited to this Account will be credited conditionally, subject to final payment, and such items may be charged back from any Account in which you have an ownership interest or the right to withdraw, at any time until the proceeds thereof in money (U.S. Dollars) have been actually received by us. If any item deposited in an Account is returned unpaid, you are jointly and severally liable to the Credit Union for the amount of the returned item and any charges, regardless of who deposited the item or benefited from the transaction. We shall not be obligated to notify you that an item has been dishonored or not otherwise collected. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor any extra time beyond any deadline. The Credit Union will only be responsible for recognizing the identification of the drawer, payee, drawee, or financial institution on a draft deposited in the Account, the amount of the draft, and information contained in the magnetic coding of the draft. We will not be responsible for recognizing any conditions of payment contained on an item deposited to or drawn on an Account, including, but not limited to, restrictive endorsements or postdated items. If you make a deposit, transfer, or payment at an unstaffed depository, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that we found in the envelope used to make the transaction.

**Endorsements** Each of you appoints the other Account Owner(s) as your attorney-in-fact for any purpose including the power to deposit funds and endorse any item payable to any Account Owner. You authorize the Credit Union to supply any endorsement for you on any item or other instrument tendered for your Accounts. We are relieved of any liability in connection with collection of such items that are handled by us without negligence, and we shall not be liable for acts of our agents, subagents or others, or for any casualty. You agree to indemnify us from any loss due to an endorsement or other writing placed on a check in an incorrect manner under the Federal Reserve's Regulation CC or other applicable laws or rules before it is accepted for deposit.

**Direct Deposits** We may offer direct deposit options allowing you to pre-authorize deposits (i.e., payroll checks, Social Security checks, retirement checks, or other government checks) or transfers from your Accounts with us. You must authorize any such deposits or transfers by a separate authorization form. If you wish to cancel the direct deposit or pre-authorized transfer option, you must notify the Credit Union at least 30 days prior to the next scheduled date for any direct deposit or pre-authorized transfer. If we deposit any amount in your Account by mistake, you authorize us to deduct the amount from your Account at any time without prior notice. We do not charge for direct deposits to any type Account.

**Night Deposits** Each deposit placed in the night depository shall be contained in a pouch/slip approved or supplied by us and securely locked/sealed. No article or container, other than the pouch approved/slip or supplied, shall be deposited in the night depository. The night depository is to be used only for the deposit therein of cash and checks, drafts or other items intended for deposit to your account. You expressly agree to accept as final and conclusive the record of the Credit Union as to what property was in the pouch when opened and the count of the Credit Union shall be final and binding.

**Large Cash Withdrawals** A cash withdrawal in excess of \$10,000.00 may require a 48 hour advance notice.

## **PRIMARY SAVINGS ACCOUNT**

Minimum Balance Requirements: There is a \$5.00 minimum balance requirement to earn dividends.

Rate Information: The initial dividend rate and annual percentage yield ("APY") is stated on the Rate Sheet accompanying this Disclosure. The rate is a tier rate and APY. The Rate and APY may change at any time in the Credit Union's discretion.

### **SPECIAL CONDITIONS FOR THE FIRST \$500.00 OF YOUR PRIMARY SAVINGS**

Each Primary Member may be eligible for a higher paying dividend rate on the first \$500 of their Primary Savings balance, as disclosed on our Rate Sheet. The Rate and APY may change at any time in the Credit Union's discretion. All balances greater than \$500 will pay at a tiered rate and APY.

If a Primary Member has more than one Membership with the Credit Union, only one of their Primary Savings will be eligible for the higher rate (one Social Security number per the first \$500 rate). We will designate the longest opened Primary Savings eligible for the first \$500 rate.

### **SPECIAL FEATURES FOR YOUTH OR MINOR ACCOUNTS**

An ATM card may be ordered on the account for those 13 years or older. A checking account with an ATM/Debit card for those 16 years or older is available.

## **MONEY MARKET ACCOUNT**

You may open a Money Market account once you have established a Primary Savings account.

Minimum Deposit and Minimum Balance Requirements: There is a \$1,000 minimum deposit required for you to open a Money Market account. There is a \$0 minimum balance requirement to earn dividends. There is no minimum balance requirement to keep account open.

Rate Information: The initial dividend rate and annual percentage yield ("APY") is stated on the Rate Sheet accompanying this Disclosure. The rate is a tier rate and APY. The Rate and APY may change at any time in the Credit Union's discretion.

Withdrawals from Money Market: Under Regulation D, 12 CFR 204.2(d)(2), transactions are limited for savings deposit accounts which include Money Market Accounts. Your Money Market Account can be set up as a source of funds for overdraft from any other account. However, for compliance with Reg D, such transfers / withdrawals (including those for payment to third parties) will be limited to six (6) per month or statement cycle of at least four (4) weeks. Withdrawals made in person, by messenger, by mail, by ATM, electronic withdrawals made by check payable to you, or electronic transfers for the purpose of making a Credit Union loan payment are not subject to the Reg D limitation. Any attempt to make a transfer or withdrawal subject to the Reg D limitation of more than six (6) will be declined.



## **HOLIDAY SAVINGS ACCOUNT**

The Credit Union offers a Holiday Savings account which lets you save money for the holiday season.

**Rate Information:** The initial dividend rate and annual percentage yield ("APY") is stated on the Rate Sheet accompanying this Disclosure. The rate is a single tier rate and APY. The Rate and APY may change at any time in the Credit Union's discretion.

**Minimum Deposit and Minimum Balance Requirements:** There is a \$5 minimum deposit required for you to open a Holiday Savings account. No minimum balance requirements apply to this account.

**Maturity Date:** On November 1st of each year, the available account balance, including dividends, will be transferred to your Primary Savings account.

**Renewal of Account:** Your Holiday Savings account will automatically renew after the account balance is transferred to your Primary Savings account.

## **SPECIAL SAVINGS ACCOUNT**

You may open Special Savings account(s) once you have established a Primary Savings account. These accounts may be named another name of your choice (i.e. Vacation, College Fund, House Repairs). There is no limit to the number of Special Savings accounts you may have.

**Rate Information:** The initial dividend rate and annual percentage yield ("APY") is stated on the Rate Sheet accompanying this Disclosure. The rate is a single tier rate and APY. The Rate and APY may change at any time in the Credit Union's discretion.

**Minimum Deposit and Minimum Balance Requirements:** There is a \$5 minimum deposit required for you to open a Special Savings. No minimum balance requirements apply to this account.

## **IRA SAVINGS ACCOUNT**

Our IRA Savings accounts are the Traditional and Roth accounts.

**Minimum Deposit and Minimum Balance Requirements:** The minimum deposit required for you to open is \$5.00. There is no minimum balance requirement to earn dividends.

**Rate Information:** The initial dividend rate and annual percentage yield ("APY") is stated on the Rate Sheet accompanying this Disclosure. The rate is a single tier rate and APY. The Rate and APY may change at any time in the Credit Union's discretion.

**Transaction Limitations:** Certain federal and state penalties may apply when IRA funds (including dividends earned on IRA funds) are withdrawn early and the maximum yearly contribution you may make to an IRA account is limited under the Internal Revenue Code. See your IRA account application and agreement for details.

**Funds Cannot Be Pledged:** All or any part of funds in an IRA Savings may not be pledged as collateral security for a loan or loans.

## **IRA MONEY MARKET ACCOUNT**

You may open an IRA (Roth or Traditional) Money Market account once you have established a Primary Savings account.

**Minimum Deposit and Minimum Balance Requirements:** There is a \$1,000 minimum deposit required for you to open a Money Market account. There is a \$0 minimum balance requirement to earn dividends. There is no minimum balance requirement to keep account open.

**Rate Information:** The initial dividend rate and annual percentage yield ("APY") is stated on the Rate Sheet accompanying this Disclosure. The rate is a tier rate and APY. The Rate and APY may change at any time in the Credit Union's discretion.

**Transaction Limitations:** Certain federal and state penalties may apply when IRA funds (including dividends earned on IRA funds) are withdrawn early and the maximum yearly contribution you may make to an IRA account is limited under the Internal Revenue Code. See your IRA account application and agreement for details.

Funds Cannot Be Pledged: All or any part of funds in an IRA Savings may not be pledged as collateral security for a loan or loans

## **CHECKING ACCOUNTS**

### **INFORMATION ABOUT YOUR CHECKING ACCOUNTS**

The Credit Union offers a checking account which lets you withdraw your money and write checks against your account at any time. You may open Checking account(s) once you have established a Primary Savings account.

Rate Information: The initial dividend rate and annual percentage yield ("APY") on your Checking Account is stated on the Rate Sheet accompanying this disclosure. Your Checking Account is a variable rate account. The rate is a tier rate and APY. This rate and APY may change at any time in the Credit Union's discretion.

Minimum Deposit and Minimum Balance Requirements: There is a \$10 minimum deposit required for you to open a checking account. No minimum balance requirements apply to this account.

Applicable Fees: Please refer to the Schedule of Fees for any fees that may apply.

## **SHARE CERTIFICATE ACCOUNTS**

The Credit Union's share certificate accounts let you deposit your money for a specified period of time. Our share certificate accounts are: Certificate and Certificate IRAs.

### **INFORMATION ABOUT ALL SHARE CERTIFICATE ACCOUNTS**

Rate Information: The initial dividend rate and annual percentage yield ("APY") on your share certificate account are stated on the Rate Sheet accompanying this Disclosure. The rate is a single tier rate and APY. The APY for your share certificate account is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your share certificate account, your earnings will be reduced. Your share certificate account has a fixed rate and APY.

Minimum Deposit and Minimum Balance Requirements: The minimum deposit required for you to open your share certificate account is \$500.00. You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.

Maturity: The maturity date of your certificate is disclosed on your agreement or on your renewal notice.

Renewal of Account: Each certificate will be renewed at the terms and conditions in effect at the date of maturity. Each certificate will be automatically renewed for the same term and prevailing rate upon maturity. You have 10 calendar days after the maturity to make changes without penalty. After 10 calendar days, all dividends earned become part of the principal. If your certificate automatically renews and you withdraw principal after the grace period has expired, you will be charged the early withdrawal fee under the section "Early withdrawal penalties". From time to time the credit union may offer certificates at special rates and terms. These "Special Offerings" are renewable as regular certificates at the terms specified in special offering.

Dividend Crediting: If you choose not to have dividends compound, we will, at your option, either mail your dividends monthly or credit dividends to your Primary Savings account or Checking Account, as you may elect.

Transaction Limitations: There are certain transaction limitations associated with your share certificate account. You may not make deposits or withdrawals from your share certificate account before the maturity date except where indicated. Accrued dividends may be withdrawn at any time prior to maturity without penalty. Unless otherwise indicated, no withdrawals of principal are permitted prior to maturity.

Certain federal and state penalties may apply if IRA funds (including dividends earned on IRA funds) are withdrawn early and the maximum yearly contribution you may make to an IRA account is limited under the Internal Revenue Code. See your IRA account application and agreement for details.

Early Withdrawal Penalty: We may impose a penalty if you withdraw principal from your share certificate account at any time prior to maturity. If certificate funds, other than dividends, are withdrawn before the maturity date, a SUBSTANTIAL PENALTY is imposed as follows:

1. In the event of any withdrawal prior to the maturity date, on six (6) month or one (1) year certificate, a 90-day loss of dividends at the certificate rate for the amount withdrawn will be assessed.
2. In the event of any withdrawal prior to the maturity date, on two (2) year certificate, a 180-day loss of dividends at the certificate rate for the amount withdrawn will be assessed.
3. In the event of any withdrawal prior to the maturity date, on three (3) year certificate, a 180-day loss of dividends at the certificate rate for the amount withdrawn will be assessed.
4. In the event of any withdrawal prior to the maturity date, on four (4) year certificate, a 180-day loss of dividends at the certificate rate for the amount withdrawn will be assessed.
5. In the event of any withdrawal prior to the maturity date, on five (5) year certificate, a 180-day loss of dividends at the certificate rate for the amount withdrawn will be assessed.

Early withdrawal penalties exceptions: (1) Death – certificates may be transferred to another USF FCU account (or one its divisions) if the beneficiary is eligible for membership; (2) IRA – Required minimum distribution – the penalty is waived for the required withdrawal amount.

Terms of Certificate: Share Certificates may be purchased for terms varying from 6 months up to 60 months.

**36 Month Bump-Up Certificate** Members may choose to update or “Bump” the Interest Rate and Annual Percentage Yield on a 36-month Bump-Up Certificate to the prevailing Interest Rate of the USF FCU 36-month certificate. The “Bump” option can only be exercised once during the term of the certificate. The updated or bumped Interest Rate becomes effective the next business day after we receive member notice. The new Interest Rate will not be applied retroactively. Members can only bump-up their rate once during the term and can only make additional deposits at the time of bump-up. The 36-Month Bump-Up Certificate account will automatically renew to a regular 36-Month certificate upon maturity. Members will have to manually renew if they desire another Bump-Up Certificate. Certificate IRAs are not eligible for the Bump-Up option.

## Funds Availability

We comply with Regulation CC which implements the Expedited Funds Availability Act adopted by the Federal Reserve Board for funds availability on consumer transaction accounts.

### Your Ability To Withdraw Funds

Our general policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit prior to the branch closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the branch closes or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

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

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

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.

### **Special Rules for New Accounts**

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on 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 (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

### **Holds on Other Funds (Check Cashing)**

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

### **Holds on Other Funds (Other Account)**

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

### **Automated Teller Machine Deposits (Extended Hold)**

Deposits at Automated Teller Machines

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

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

## Substitute Checks and Your Rights

**What Is a Substitute Check?** To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

**What Are My Rights Regarding Substitute Checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, the amount you may recover is the amount of your loss or the amount of the substitute check, whichever is less). You also are entitled to interest on the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty five (45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How Do I Make a Claim for a Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (813) 569-2000. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

**Stop Payments** You must request that we stop payment on any item in writing. A verbal request is valid for 14 days. Unless renewed, a written stop payment will expire after 12 months. Your stop-payment order must be received at such time and in such manner as to afford us a reasonable opportunity to act on it prior to any other action being taken on the draft. You agree that in order for us to have a reasonable opportunity to act, we must receive your stop-payment request at least two (2) business days before the draft is received by us for posting to your account. We may charge you a fee for each stop-payment order you give.

The Credit Union reserves the right to refuse to honor any requests to stop payment of any item for any reason consistent with good faith and the exercise of ordinary care. You agree that unless you give the correct Account number, item amount and item number, the Credit Union assumes no responsibility for stopping payment. If the Credit Union credits your Account after paying an item over a valid and timely stop payment order, you agree to assist the Credit Union if it takes legal action upon the item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorney’s fees, damages, and other expenses or losses that may be incurred by the Credit Union, its employees, or agents on account of a stop payment order. You do not have the right to stop payment on an Official Check, certified funds, or any Item issued by the Credit Union.

## Funds Transfers

**FedWire** is the electronic funds transfer system of the U.S. Federal Reserve Banks. When you send a payment order or receive a funds transfer, we or other banks involved in the funds transfer may use FedWire. If any part of a funds transfer is carried out by FedWire, your rights and obligations are governed by Regulation J of the U.S. Federal Reserve Board. From time to time, originators

that you authorize may send Automated Clearing House (ACH) credits or debits for your Account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your Account, as instructed by the originator of the ACH transaction.

**Wire Transfers** The following terms shall apply to all wire transfers of funds (as defined by Federal Regulation J and Article 4A of the Uniform Commercial Code as set out in the Florida Statutes) to or from any of the member's Accounts at this Credit Union. To the extent the terms contained in this Agreement are different from those in any other Agreement or terms of Accounts, this Agreement shall control and be deemed to modify such other Agreement or terms of Accounts. If you request a funds transfer to be made or if a funds transfer is made to your Account, the Federal Reserve Board's FedWire may be used. Regulation J governs all FedWire transfers and therefore, determines the rights and liabilities of the parties of the transfer. State law may also govern a funds transfer. All Automated Clearing House payments are provisional. We may give you credit before we receive final settlement of the funds transfer. If we do not receive payment for the provisional credit granted, we may charge back to you any provisional credit that we have given. In that event, you authorize us to take such sum from any Account in which you have an ownership interest or the right to withdraw. Notice of a funds transfer from or receipt of a funds transfer into your Account will be made by us on your periodic statement for the affected Account. We are not obligated to provide you with next day notification of transfers to your Account. You may, of course, inquire between periodic statements regarding transfers. You agree to examine the periodic statement within fourteen (14) days after the statement is mailed, and immediately notify us of any discrepancy or error. If you fail to notify us within fourteen (14) days after the statement is mailed you shall discharge and relieve us from any liability of claims, demands or expenses (including attorney's fees) in connection with such discrepancy or error. All funds transfers will be made according to our security procedures. These security procedures are intended to verify that an order is authorized and detect errors in the transmission or content of the payment order.

The security procedures we will use are:

- a. Proper identification must be presented, or signature verification made, to accept a wire transfer request. At the discretion of the Credit Union, identification and/or signature verification may be waived depending upon the circumstances involved.
- b. Additional information will be verified by asking the member specific questions about their account that typically others could not answer. This includes but not limited to, the "Wire Security Code". The Credit Union Representative will determine the questions at the time of request.

These security procedures will also apply to any amendment or cancellation of a payment order. A payment order verified by the security procedure is effective as your order, whether or not the order is, in fact, authorized by you. We may give you notice of change in the security procedures. In this event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure. All Office of Foreign Assets Control (OFAC) regulations apply to all wire transfers. If a beneficiary of a funds transfer is identified by name and an identifying or Account number, payments made to the beneficiary may be made on the basis of that identifying or Account number, even if the number identifies a person different from the named beneficiary. We will not be responsible for the amount of the transfer paid by means of a designated identification number or Account number, even if it goes to the wrong beneficiary. If a payment order identifies an intermediary or beneficiary's financial institution only by identifying or Account number, we may rely on that number as being the proper identification of the intermediary or beneficiary's financial institution. If a payment order identifies an intermediary party or beneficiary's financial institution by both name and an identifying number and the name and number identify different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identification of the intermediary party or beneficiary's financial institution. You agree to indemnify us for any loss or expense that results from our reliance on an incorrect identifying or Account number. We are authorized to take the amount of such loss or expense from any Account in which you have an ownership interest or the right to withdraw. Any rate of interest which we may be obligated to pay as a penalty under Regulation J or Article 4A shall be equal to the dividend rate paid on the Account from which the funds transfer should have occurred or to which the proceeds of the funds transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. You agree that under no circumstances will we be liable for any indirect, incidental, consequential, remote or special losses or damages, including attorney's fees and costs. We may establish a cut-off time for the receipt and processing of funds transfer requests, amendments or cancellations. Unless you are notified of other

times or other times are posted for various types of funds transfers, the cut-off time will be at 1:00 pm on business days. Payment orders, cancellations or amendments received at the closing time of a business day may be treated as having been received on the following business day we are open and processed accordingly. We are under no obligation to accept a cancellation or amendment to the funds transfer order received from you but may do so at our option. We may, at our option, choose not to carry out your funds transfer order, including cancellation or amendment of an order, that is not in accordance with the terms of this agreement, or if the transfer is prohibited by a court order, garnishment, tax levy or the like, or we reasonably believe such transfer would result in a loss to us. We are not obligated to give you notice of such action but notice may be given in your next periodic statement or as otherwise required by law. Requests for funds transfers must be made in accordance with the rules and procedures which we have in place at the time of the request. We may charge you a fee for the transfer or other related services according to our Rate Sheet or Schedule of Fees at the time of the funds transfer order.

### **International ACH Deposits/ Hold on Funds**

IAT - International ACH Transaction (IAT) or IAT Entry means a credit or debit Entry that is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States. You acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from your Account(s) is identified and designated by the Financial Institution's screening criteria for review and examination under the OFAC Rules<sup>1</sup> and Regulations, then the settlement of such an IAT Entry may be delayed or suspended pending the Credit Union's review of the IAT Entry and may be terminated under applicable OFAC Rules. You acknowledge that the Credit Union may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit Accounts. In the event an IAT Entry is delayed or terminated, the Credit Union will provide you such notice as may be required by the OFAC Rules or NACHA Rules<sup>2</sup>, or other applicable laws and regulations. We may add a fee, as disclosed in the Schedule of Fees, for processing an IAT Transaction.

<sup>1</sup> OFAC Rules are economic and trade sanctions administered and enforced by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury to prevent "prohibited transactions" based on U.S. foreign policy and national security goals against targeted foreign states, organizations, and individuals.

<sup>2</sup> NACHA Rules is an annual publication issued by the National Automated Clearing House Association (NACHA) incorporating the rules and regulations that govern the use of the ACH Network in which all ACH participants must comply.

## **Electronic Funds Transfers (EFTS)**

**Your Rights and Responsibilities** Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Funds Transfers Initiated By Third Parties** You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and Credit Union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

**Preauthorized Credits** You may make arrangements for certain direct deposits to be accepted into your share checking, regular share, or money market account(s).

**Preauthorized Payments** You may make arrangements to pay certain recurring bills from your share checking Account(s).

**Electronic Check Conversion/Electronic Returned Check Fees** If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an Electronic Funds Transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these Electronic Funds Transfers if you completed the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization. Transactions authorized by telephone and Internet may also be converted to Electronic Funds Transactions.

#### **Account Access**

**Audio Banking Automated Teller** You may access your Account by telephone 24 hours a day, 7 days a week by calling us and using your Personal Identification Number, a touch tone phone, and your account number(s), to:

- Transfer funds between share checking, regular share, money market account(s) or loan(s)
- Make payments from share checking or regular share Account(s) to pay your loan(s) with us.
- Get information about your Account balance(s)

**Home Banking** Through your personal computer you can use Home Banking to access Online Banking; Mortgage Payments; VISA Online; Bill Pay

**Online Banking** You may access your Account(s) by computer using your Username/Password, and internet access at our website to:

- Transfer funds between checking, savings, sub-shares or loan Accounts
- Make payments from share Accounts to loan accounts with us
- Make payments from checking to third parties using our bill payment
- Initiate stop payments

**Bill Pay** Bill Pay is a feature of Home Banking that allows you to pay bills electronically. You control which bills are paid, the amounts paid and the schedule date of the payments. You will be asked to read and accept a Bill Pay Disclosure when you initiate the setup for bill pay through our Home Banking.

**ATM** You may access your Account(s) by ATM using your ATM card or VISA Debit Card and Personal Identification Number to:

- Make deposits to share checking, regular share, sub-share Account(s)
- Get cash withdrawals from savings, checking, sub-share Account(s)
- You may withdraw no more than \$500 in one business day.
- Transfer funds between savings, checking and loan Accounts
- Transfer funds from line-of-credit loans to share Account(s)
- Make payments from share to loan Account(s) with us
- Get information about your Account balance(s)

Some of these services may not be available at all terminals. There is a charge at ATMs we do not own or operate. Refer to the Credit Union's Schedule of Fees for the amount of the fee.

**Types of ATM Card Point-of-Sale Transactions** You may access up to \$1,000 from your checking account using your PIN to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Types of VISA Debit Card Transactions** You may access up to \$2,500 from your checking account by signing, to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).



**Fees** A list of the fees and charges that are applicable to your electronic fund transfers is disclosed on the Schedule of Fees provided to you. In addition, each Account affected by the transaction will be subject to the regular service charge imposed for that specific Account as set forth in the Schedule of Fees.

**ATM Operator/Network Fees** When you use an ATM not owned by us, you may also be charged a fee by the ATM operator or any network used. You may be charged a fee for a balance inquiry, even if you do not complete a fund transfer.

**International ATM and Card Purchase Fees** VISA may charge currency exchange conversion fees, usually a percentage of the transaction amount, on International ATM withdrawals and card purchases. These fees are included in the amount charged to your account as shown on your Account statement. The exchange rate in effect on the applicable processing date may differ from the rate on the date you used your Card. For purchases and ATM or non-ATM cash transactions we may add a fee, as disclosed in the Schedule of Fees, to the amount provided to us by VISA. You may contact us if you require more information on these conversion fees.

### **Summary of Your Right to Receive Documentation**

You can get a receipt at the time you make any transaction to or from your Account using one of our ATM or POS terminals. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same third person or company, you can call us to find out whether or not the deposit has been made. You will receive a monthly statement, unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

### **Preauthorized Payments**

**Right to Stop Payment and Procedure for Doing So** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed in this brochure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You must tell us the exact amount of the payment you have stopped, as well as other identifying information which we will request. We may charge you a fee for each stop payment order you give. If we require written confirmation and do not receive it, we may remove the stop payment order after 14 days. We do not charge for preauthorized payments from any type account.

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

**Liability for Failure to Stop Payment of Preauthorized Transfer** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Financial Institution's Liability**

**Liability for Failure to Make Transfers** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) if, through no fault of ours, you do not have enough money in your account to make the transfer; (2) if you have an overdraft line and the transfer would go over the credit limit; (3) if the automated teller machine where you are making the transfer does not have enough cash; (4) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer; (5) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our Agreement with you.

**Confidentiality** We will disclose information to third parties about your Account or the transfers you make: (1) where it is necessary for completing transfers; or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order; or (4) as explained in a separate Privacy Policy Disclosure.

**Summary of Your Liability for Unauthorized Transfers** In general tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit and open-end credit). If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your Statement shows transfers that you did not make, TELL US AT ONCE. If you do not tell us within 60 days after the Statement was mailed to you, or eStatements were made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

### **Liability Limits for VISA Debit Card when Used for Point-of-Sale Transactions**

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card when used for point-of-sale transactions if you report the loss or theft of your card within two (2) business days of when you discover the loss or theft of the card. If you do NOT tell us within two (2) business days, your liability is the lesser of \$50 or the amount of the money, property, labor, or services obtained by the unauthorized use before notification to us. These provisions for liability do not apply to transactions on VISA Commercial claims, VISA or PLUS ATM or any other ATM transactions, or cards issued outside the United States.

**Error Resolution Notice** In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and Account number; (2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; (3) tell us the dollar amount of the suspected error. If you tell us orally, we require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new Account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign-initiated transaction) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Notice of ATM/Night Depository Precautions**

- Remember, there is safety in numbers. Whenever possible, have another person accompany you when using an ATM machine.
- Before approaching an ATM or Night Depository, be alert for any suspicious persons or circumstances. Should you observe or otherwise feel uneasy or uncomfortable with your surroundings, leave the area at once. Return at a later time or use another ATM. Report the suspicious circumstances to the authorities.
- Be ready to transact business at an ATM or Night depository.
- Where possible, prepare your transaction documents (i.e., deposit ticket) in advance.
- Memorize your Personal Identification Number (PIN). Do not write your PIN on the Card or leave your PIN in your wallet or purse. Protect the secrecy of your PIN. Do not lend your Card and PIN to someone else.
- Do not leave your Card in/at the ATM. Keep your Card in a safe place. Treat your Card as you would cash.
- Prevent others from seeing you entering your PIN. Shield the transaction area with your body or hand.
- Mark each transaction in your Account register. Keep your receipts and compare them against your Account statements.

- Be aware for con games. If anyone asks you to withdraw money for any reason, leave the area and contact the proper authorities.
- Upon completing your transaction, retrieve your Card and receipt, and leave the area at once. Do not count or otherwise visually expose any money received from the ATM.
- Continue to observe your surroundings for any suspicious persons or circumstances such as anyone following or approaching you.
- Always maintain a safe distance between you and any stranger. If you believe that you are being followed, you should go to the nearest place where there are people and contact law enforcement authorities.

The above disclosure is required to be given pursuant to Florida Statutes, Section 655.963. It is not intended to create any rights or duties as between the parties. The guidelines contained herein are not all inclusive. Users of ATMs should utilize such other precautions as may be appropriate under the circumstances.

**Where to reach us (for any reason including error resolution, possible unauthorized transfers, or to report a lost or stolen card):**

USF Federal Credit Union  
 13302 USF Palm Drive  
 Tampa, Florida 33612  
 813-569-2000

## Communications

**Statements** The Credit Union will periodically send statements to members who have checking Accounts; electronic fund access activity such as direct deposit, debit or ATM transactions, electronic transfers, etc.; access to a consumer loan(s) via an open-end loan plan; access to loan advances via an open-end Home Equity Line of Credit; or IRA Account balances. The Credit Union may choose to periodically send statements to members who do not have one of the above relationships or the above Account activity; however we are under no legal obligation to do so. Unless you request otherwise, your statement will be mailed to your last known address as shown on the Credit Union's records or electronically to your last known email address if you signed up to receive your statement electronically. E-statements, an electronic statement delivery method, may be required for certain account products. You agree that the statement is sufficient to allow you to reasonably identify the items without indicating the payee of any item. You have a duty to examine the statement and discover any items containing unauthorized signatures or alterations. If you discover any items on the statement which differ from your records, you must promptly notify the Credit Union. Failure to notify the Credit Union within a reasonable timeframe not exceeding 30 days after your statement is made available or mailed will prevent you from recovering on the item. The Credit Union will not be liable for items forged or altered in a manner not detectable by the Credit Union through reasonable means, including, but not limited to, forgery or alteration resulting from the unauthorized use of a facsimile signature machine. You understand that your original items will not be returned to you. You are responsible for examining each statement and, if you request them, copies of items, and reporting any irregularities to the Credit Union. For a fee, the Credit Union shall give you a copy of any paid item charged to this Account upon receiving a written request from you. You agree that the availability of obtaining a copy of a paid item, upon request made to the Credit Union, constitutes a reasonable manner in which the Credit Union may make available paid items. We may charge this Account for this service in accordance with the Schedule of Fees. You agree that the Credit Union's retention of items does not alter or waive your responsibility to examine your statements or alter the time limits for notifying the Credit Union of any forgery, alterations, errors or objections. The Credit Union will not be liable for any loss resulting from any reasonable delay in sending notice to you that the item has been returned uncollected.

**Notices** We may send notices, statements and other communications regarding your Account to you at the electronic or street address we have in our records for your Account. You agree to notify us if you change your address. If the United States Post Office or one of its agents tells us that your address has changed, we will send you an address verification letter to the new address for you to authorize us to change your address on your Accounts with us. The Credit Union will require notices of a change in address from you in writing. When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of a change in our service centers or on our website. Otherwise, we mail

the notice to you at the address we currently show for your statement or, if we have agreed on this method, we provide it to you electronically.

Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address or electronically via your email address provided when you signed up for E-statements. Notice to any one Account Owner is considered notice to all Owners of the Account.

**Telephone Calls** When you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number" includes a cell phone number and "calls" include both telephone calls and text messages to or from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your Account. When we place calls to you, we may use text, or prerecorded messages. You authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so. You consent and agree in advance to these terms and conditions.

## Other Terms and Services

**Share Requirements** You may withdraw shares only by using the methods which have been approved by us, provided that our failure to enforce this provision in any instance shall not be a waiver of our right to enforce it in the future. If you reduce your balance below the par value of one share you may be terminated from membership according to our rules and bylaws.

**Code Word** You or we may request a code word (sometimes referred to as password) to help us identify you when you transact certain business with us. However, allowing you to have this code word or password will not prohibit us from transacting any business with any owner of an Account(s) as long as we believe the person transacting business on the Account is a rightful owner.

**Actions by Legal Representatives:** We are authorized to recognize the authority of any attorney-in-fact, guardian, custodian, trustee or agent legally appointed by you or by a court of competent jurisdiction for the transaction of business on your Accounts. In doing so, we will have no duty to inquire as to the use or purpose of any transaction by any legal appointee. In order to honor the appointment of an attorney-in-fact, we may require such person to indemnify us for any loss, claims or damages arising from our reliance on the appointment of the attorney-in-fact. You agree to allow us to forward any durable power of attorney presented to us to our attorneys for review and that any delay caused by such review is reasonable under the circumstances. We are not required to honor a non-durable power of attorney.

**Dormant Accounts** Account is considered dormant when there has been no activity other than dividend postings during the past twelve months. Unless prohibited by applicable law, the Credit Union may charge a fee for continuing to process your dormant account as set forth in the Schedule of Fees. You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. The Credit Union will notify you, as required by law, at your last known address. If a deposit or withdrawal has not been made on the Account and the Credit Union has had no other sufficient contact with you within the period specified by state law, the Account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. To the extent allowed by law, the Credit Union reserves the right to transfer the Account funds to an account payable and to suspend any further account statements. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**Special Account Instructions** You may request the Credit Union to facilitate certain trusts, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to indemnify the Credit Union or post a bond or other protection. Account changes requested by you, or any other Account owner, such as adding or closing an account or service, must be evidenced by a written and signed document and accepted by the Credit Union.

**Termination of Account** The Credit Union may terminate your Account at any time without notice to you or may require you to close your Account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your Account; (3) there is a dispute as to the ownership of the funds in the Account; (4) any share drafts are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there have been any misrepresentations or any other abuse of any of your Accounts; (7) if the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union. You may terminate any single party account at any time by notifying the Credit Union in writing. The Credit Union reserves the right to require the consent of all multiple owner account owners for termination of a multiple owner account. The Credit Union is not responsible for payment of any share draft, withdrawal, or other item after your Account is terminated. If the Credit Union pays an item after termination, you agree to reimburse the Credit Union for the payment. We have the right to terminate any Account and to terminate all of our liability hereunder by mailing a check or draft for the balance of this Account to the address on file of any Account owner. In the event of a dispute over the ownership of the Account, you authorize us to interplead the funds into a court of competent jurisdiction for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the interplead, including attorney's fees, from the Account funds and to file the remaining sum with the court.

**Termination of Membership** You may terminate your membership at the Credit Union after giving notice of your intent to withdraw from membership and withdrawing all funds on deposit. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

**Death or Incompetency of Account Owner** You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis. If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency prior to honoring such instructions. When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the successor. If a deposit – including salary, pension, Social Security and Supplemental Security Income (SSI) – payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer. You agree the Credit Union can require that anyone who claims funds in your Account after your death indemnify the Credit Union for any losses resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account owner. A Death Certificate is required at the time of an owner's death. Letters of Administration and/or the appropriate court documents may be required when there is no joint owner, or payable on death document on file.

#### **Membership Closure/Denial of Services and Membership Expulsion Policy**

Because the Credit Union (CU) has been caused losses by members who failed to satisfy their financial obligations to the CU and such losses have an impact on the financial condition of the CU and result in higher rates for borrowing members and lower dividend rates for members' savings, the CU's Board hereby adopts the following policies:

1. No credit will be extended to any member who has caused the CU a loss unless: **a.** the loss has been repaid; or **b.** the loss is being repaid and there has been substantial repayment.
2. In addition to denial of future credit, other services previously available to the member will no longer be available to any member who has caused the CU a loss unless the loss has been or is being repaid in accordance with this policy. Special exceptions to this policy may apply to bankruptcies and reorganizations under Chapter 11, 12, or 13 of the Bankruptcy Code.
3. This policy shall apply whatever the reason for the loss.
4. Once a loss has been fully repaid, the member shall be eligible to receive credit and services in accordance with our policies and standards without our taking into consideration the fact that there had been a loss.
5. This policy applies to members who have loans "charged off" as losses or otherwise cause the CU a loss. "Losses" will not be restricted to losses occurring in a member's loan Account, but will also include losses of any type (e.g., losses in loan Accounts for which the member is a guarantor, losses in loan Accounts for which the member is a co-maker, losses from unpaid item fees, unpaid

excessive share withdrawal fees, unpaid safe deposit box rent, and unpaid monthly service fees, etc.). "Loss" shall be defined in accordance with commonly accepted accounting and auditing standards, so that a loss occurred as follows: **a.** when a loss is recommended for charge-off, when a loss is determined to be uncollectible, or when a loss is charged off, whichever is earlier; **b.** at the time a Chapter 7 bankruptcy notice is received, even though the member might still be current in his/her payments, because the bankruptcy filing (absent agreement by the member to repay) ensures some loss to the CU unless the Account is fully secured; **c.** in Chapter 13 bankruptcies and reorganization cases in Chapters 11 and 12 whether there is a loss for the purposes of this policy depends upon the extent to which the reorganization plan provides for repayment or the full balance (principal plus interest at the contract rate); **(c)(i)** if the plan provides for full payment of all principal and interest at the contract rate, the member will not be considered to have caused a loss even if some installments are delinquent because of the filing of the petition and the operation of the plan. Any applicant for future credit before the plan is approved by the Bankruptcy Court will be reviewed on a case-by-case basis, but in no event will credit be extended before the Chapter 13 plan is approved by the Court without the approval of the Chapter 13 Trustee or Bankruptcy Judge; **(c)(ii)** if the plan provides for full repayment of all principal without payment of interest, the loss of interest will be considered a loss for the purposes of extending future credit but will not be considered a loss for other purposes. In other words, no credit will be extended, but other noncredit-related services will remain available during the plan, as well as after successful completion of the plan; **(c)(iii)** if the plan provides for less than 100% repayment of principal, the plan will be considered to have caused a loss as if the loss occurred in a Chapter 7 bankruptcy.

**6.** If a member files bankruptcy and reaffirms his obligations to the CU such that the CU has not suffered any loss of principal or interest, the CU: **a.** shall not consider the bankruptcy to have caused a loss; and **b.** shall not consider the filing of that bankruptcy as an adverse credit indication.

**7.** The CU shall inform members, through their attorney, who have filed bankruptcy of the contents of this policy.

**8.** The CU shall inform Chapter 7 debtors, through their attorney, that they may enter into a reaffirmation agreement with the CU.

**9.** The CU shall refuse any offer to reaffirm any secured debt with the CU without the member reaffirming all unsecured debts, but instead the CU shall enforce its lien as soon as feasible to take possession of any collateral securing its debt. The CU shall not compromise on this position unless legal counsel advises otherwise, given the facts of a particular bankruptcy case.

**10.** If the member is repaying the loss in installments and applies for new credit before payment of the final installment, the application will be reviewed, and credit may be extended in whole or in part, in light of the relevant factors, including **a.** the amount of the unpaid loss; **b.** the number and regularity of the installments made to date; **c.** the amount of credit requested and the purpose thereof; **d.** whether the credit requested is to be secured by collateral or co-makers and **e.** whether the application is received; **(e)(i)** before the member's discharge in Chapter 7 (in which case the member will be required to sign an enforceable reaffirmation agreement as to the remaining balance or balances due on the debt or debts included in the bankruptcy before credit is granted), or **(e)(ii)** after the member's discharge (in which case the member will be required to make an informal written repayment statement appropriate for discharged debts indicating that the member is voluntarily repaying the debt before the credit is granted).

**11.** Prior to charging off a delinquent amount or at the first other opportunity, the CU shall exercise its lien rights against the shares and deposits of the member unless expressly prohibited by law.

**12.** In appropriate bankruptcy cases, the CU shall seek court protection of the CU's lien rights on pre-petition deposits. When the CU determines that it should seek to protect its lien rights on pre-petition deposits, the CU shall; **a.** freeze all pre-petition funds; **b.** immediately inform its legal counsel's office so that it may petition the Bankruptcy Court to protect the CU's right to setoff; and **c.** not apply the funds to any amount owed to the CU until advised otherwise by legal counsel.

**13.** The CU shall refuse any payroll deduction deposit received after the date of the bankruptcy unless specifically provided for in the bankruptcy case and approved by legal counsel. Payroll deduction payments received after the date of the bankruptcy shall be returned to the member or handled as otherwise instructed by counsel.

**14.** The CU shall not return payments alleged to be preferences unless and until advised by counsel that such funds are to be paid to the Trustee.

**15.** This policy shall not apply to employees of the CU who have discharged a debt to any creditor under bankruptcy laws. The CU will not discriminate in any way against its own employees because of that employee's bankruptcy. Any employee of this CU will be treated as if he or she had not filed for bankruptcy. This paragraph supersedes any contradictory provisions of this policy.

**16.** Any member who causes a loss to the CU will be expelled pursuant to the CU Bylaws and this policy section.