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TERMS AND CONDITIONS

OF YOUR ACCOUNT

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

This agreement is subject to applicable federal laws, the laws of the state of Florida and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

(1) summarize some laws that apply to common transactions;
(2) establish rules to cover transactions or events which the law does not regulate;
(3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
(4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full effect and any provisions of this agreement prohibited by the Military Lending Act shall not apply to covered borrowers under the Military Lending Act. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is limited by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

BYLAWS - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s).

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we may deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier’s check or other problem which in our judgment justifies reversal of credit. You authorize us to return previously deposited items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depositary unless we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to

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AIB-TIS-CU 8/12/2019 3q,9a Custom TCM-10CUw,2bk,4s 201510639-010
credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may waive any requirement of any signature or other requirements for a collection or deposit. If a draft is not signed by a payee or an authorized signer, and you attempt to use your check or party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -
Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit. This authorization applies to any withdrawal or transfer request which is not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limits on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or require you to close it as a transaction account. To the extent your account is an interest bearing account, your interest will not be applied at the same rate on the account balance that is so restricted.

Multiple signature accounts, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Large Cash Withdrawal - We require prior notice for large cash withdrawals. The credit union can refuse an order to withdraw funds in cash or to cash an item if we believe the request is a security risk or imposes a financial hardship on the credit union. We may instead require you to accept an Official Check or electronic transfer. If we agree to a large cash withdrawal, you may be required to use a courier service at your risk and expense. For example, if you request a cash withdrawal at a credit union branch, you may be required to sign a cash withdrawal agreement.

Multiple signature accounts not offered - We do not offer accounts on which two or more signatures are required for a withdrawal of funds from your account. Any attempt to include such a requirement on your account would make the account more costly, and the account documents will be for your internal purposes or controls only and will not be binding on us. We may pay checks, items, electronic debits, wires, debit card transactions, online banking transactions, or other withdrawal instructions signed or approved by any one of the authorized signers on the account. We may approve your use of checks on which two signature lines are printed, or on which is printed the legend “two signatures required” or other restrictions, but this is solely for your convenience and shall impose no duty on us to confirm that two or more authorized signers have approved any transaction. We may, at our option, refuse to permit a transaction which is inconsistent with any stated restriction, but this shall not constitute a waiver of this paragraph, and we may cease doing so at any time without prior notice to you. We may honor checks drawn against your account by any authorized signer, even if the checks are made payable to the signer, to cash, or for deposit to the signer’s separate accounts; we have no duty to investigate or question withdrawals or use of a check when an item is returned to us by the bank or credit union. We hold you harmless from any losses, expenses, or costs, including attorneys’ fees, incurred by us related to any claims against us alleging that two or more signatures were required.

OVERDRAFT AGREEMENT
This Overdraft Agreement ("Agreement") describes the circumstances when we (the credit union) may pay overdrafts in your checking account. An overdraft occurs when there is not enough funds in your actual balance to pay for a transaction. If we pay for an overdraft, we will charge a fee. The fee is described in our Fee Schedule, which is updated periodically.

Please note that your ATM and one-time debit card transactions, you must affirmatively consent to this coverage. Without your consent, we may not authorize ATM withdrawals or authorize one-time debit card transactions that will result in a negative available balance in your account.

The following is important information regarding your account balance, how transactions are posted to your account, and any fees that may be charged. You should read these disclosures carefully. If you have questions, please see a branch representative or call MIDFLORIDA Help Desk (863) 688-3733.

YOUR CHECKING ACCOUNT BALANCE. Your checking account has two kinds of balances: the “actual” balance (also referred to as: Balance, Total, Current Balance and Ledger Balance) and the “available” balance. Both can be checked when you review your account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you can avoid unnecessary overdraft fees. This section explains actual and available balances and how they work.

Your actual balance is the full amount of money that can be in your account at any given time. It reflects the full amount of any deposits made to your account without regard to any portion of a deposit that may be on “hold.” It also reflects payment transactions that have been “posted” to your account, but not payment transactions that have been authorized and are pending. While the term “actual” may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds on deposits, holds on funds authorized for conversion, and other transactions not yet posted will not appear in your actual balance.

Actual balance is used to determine when your account is overdrawn. For example, if you have a $50.00 actual balance, but you just wrote a check for $40.00, then your actual balance is $50.00 but it does not reflect the pending check transaction. So at that point you have actually $50.00, but your available balance is $10.00, and if you also attempt to use your debit card at a restaurant for $20 which is authorized but has not posted to your account; the actual balance is still $50, but you have spent $60. The check clears your account which reduces your actual balance to $10. When the authorized debit card transaction posts your actual balance will be overdrawn by $10. An overdraft fee will be deducted from your account further reducing the actual balance. This example is illustrated in the following chart:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Date</th>
<th>Actual Balance</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit posted</td>
<td>$50.00</td>
<td>01-Jan</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Check written</td>
<td>$40.00</td>
<td>02-Jan</td>
<td>$10.00</td>
<td>-10.00</td>
</tr>
<tr>
<td>Debit Card Authorization</td>
<td>$20.00</td>
<td>02-Jan</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>Check Posted</td>
<td>$40.00</td>
<td>03-Jan</td>
<td>$10.00</td>
<td>-10.00</td>
</tr>
<tr>
<td>Debit Card Posted</td>
<td>$20.00</td>
<td>04-Jan</td>
<td>-10.00</td>
<td>-10.00</td>
</tr>
<tr>
<td>Debit Card Overdraft Fee</td>
<td>$30.00</td>
<td>04-Jan</td>
<td>-40.00</td>
<td>-40.00</td>
</tr>
</tbody>
</table>

Your available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. It is a useful tool to keep track of debit card purchases that you have authorized the credit union to pay but have not yet posted to your actual balance.

For example, assume you have an available balance of $50. If you were to use your debit card at a restaurant to buy lunch for $20, then that merchant could ask us to pre-authorize the payment. In that case, we will put a “hold” on your account for $20. Your actual balance would still be $50.00 because this transaction has not yet posted, but your available balance would be $30 because you have committed to pay this restaurant $20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by $20.

HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT
There are basically two types of transactions in your account:

• Credits or deposits of money into your account
• Debits or payments out of your account

It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains how and when we post transactions to your account.

CREDITS. Most deposits are added to your account when we receive them. For some check deposits, only $200 (225 eff. 7/1/2020) will post to your available balance at the time of deposit; the balance will post to your available balance two (2) business days later. There may be extended holds on checks over $5,000 ($5,525 eff. 7/1/2020). Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section of your Terms and Conditions of Your Account entitled “Your Ability To Withdraw Funds.”

DEBITS. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

• Checks. When you write a check, it is processed through the Federal Reserve System. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day.

• ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill payments you have signed up for.
• Point of Sale (POS) Debit Card Transactions. These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from both your actual balance and your available balance immediately at the time of the transaction. However, these POS transactions are not presented for payment immediately; it depends on the merchant.

• Signature Debit Card Transactions. These are transactions where you make a purchase with your debit card and you do not enter your PIN. As described above, in these situations, the merchant may seek prior authorization from your bank. When that happens, we will temporarily place a temporary hold and deduct the amount of the transaction from your available balance. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your actual balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These transactions are represented on your account as a credit to your account or by giving a receipt posted to your account as they are received. Please note: the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, you use your card at a restaurant, a hold will be placed in the amount of your bill, and it will be presented to us for payment. This can happen hours or sometimes days after the meal. If the transaction is approved, we will debiting your account, and if the transaction is denied, the hold will be removed from your account. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much of your merchant allows us to authorize, or when a merchant submits a transaction for payment.

This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we chose as permitted by law.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE CONTACT US AT (863) 688-3733 OR TOLL FREE 866-913-3733.

ACCOUNT TRANSFER - This account is payable on request to one or more of you. Such an account is owned by one party. We may accept an order to stop payment on any item from any one of you. You must notify us in writing of your request to stop payment, but only after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorney's fees. You assign to us all rights against the payee or any other holder of the item. You agree to reimburse us with any legal actions that may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer from your account to another of your accounts or to a check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing houses (ACH). If the transfer or reason is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close your account and then give you notice. If we suspend your rights to members services if you violate the terms of this agreement. If we have notified you of a change in any of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it is deemed given at the time it is received. You will be responsible for the proper preparation of orders you give. We may refuse delivery of any notice if it is otherwise prepared. Written notice we give you is effective when we actually receive it, and is effective when it is written, mailed, delivered by any other method permitted by law. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check number, the number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with reasonable promptness. In the event of any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. If you do not examine your statement of account with reasonable promptness, we will not, in any circumstance, be liable to you for any errors on items identified in that statement and as between you and us the loss will be entirely yours. This 60-day limitation is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You must report any error to us. If you discover any error on your statement, you must promptly notify us of the relevant facts. As between you and us, you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You must report any error to us. If you discover any error on your statement, you must promptly notify us of the relevant facts. As between you and us, you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

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prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any amount you owe us, including amounts you may owe us on other accounts, if the account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partner owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount of the debt you owe us, as our debtor, but if the note contains any other provision or limitation regarding acceleration, the amount that may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "statutory lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a card plan (but this does not affect our rights under any consensual security interest), or (c) it is an IRA account to which a statutory lien applies in a state in which the holder has less than full use of the money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or co-worker, for example) whom you authorized to make them for your transactions, we will not have been notified by that person that you are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care or we contrived to do so).

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for the transfers that occurred as a result of your rejection and which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you rejected, and that you were responsible for any payment order, whether authorized or not, that we accepted in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to other banks that issue negative returns, and that you want to prevent losses from checks being deposited other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the statement of one payee. If there is a conflict between the statement and your account, you will be responsible for multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that is not revealed by us unless we have advised you in writing or if we receive the notice in time for us to have a reasonable opportunity to take action. If we receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that is not revealed by us unless we have advised you in writing or if we receive the notice in time for us to have a reasonable opportunity to take action.

You agree that we will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you rejected, and that you were responsible for any payment order, whether authorized or not, that we accepted in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to other banks that issue negative returns, and that you want to prevent losses from checks being deposited other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the statement of one payee. If there is a conflict between the statement and your account, you will be responsible for multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that is not revealed by us unless we have advised you in writing or if we receive the notice in time for us to have a reasonable opportunity to take action. If we receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that is not revealed by us unless we have advised you in writing or if we receive the notice in time for us to have a reasonable opportunity to take action.

You agree that we will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you rejected, and that you were responsible for any payment order, whether authorized or not, that we accepted in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to other banks that issue negative returns, and that you want to prevent losses from checks being deposited other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the statement of one payee. If there is a conflict between the statement and your account, you will be responsible for multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that is not revealed by us unless we have advised you in writing or if we receive the notice in time for us to have a reasonable opportunity to take action. If we receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that is not revealed by us unless we have advised you in writing or if we receive the notice in time for us to have a reasonable opportunity to take action.
number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACTS WITH RESPECT TO INDORSEMENTS** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been altered so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**STALE-DATE CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. You may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver’s license number, etc.) must fall within 1 1/2” of the “trailing edge” of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2” of the edge.

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsements. These indorsement guidelines apply to both personal and business checks.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of $10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and any other payments of income to you. In order to properly distribute the funds in the account upon the minor’s death or attainment of the age of majority. For this type of account, the child’s SSN/TIN is used for the Backup Withholding Certification.

**ACCOUNT ORGANIZATION** - We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these is a transaction subaccount (e.g., a savings subaccount). You may access the transaction subaccount directly by check or draft. You may not access the transaction subaccount if the account has been opened under our agreement.

We may change your account to another type of account at any time. After providing this notice, additional negative information may be submitted without providing you with prior notice. We do not have to give you notice before changing to another type of account.

**ADDRESS OR NAME CHANGES** - You agree that we will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

**NOTICE OF NEGATIVE INFORMATION**

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 you with notice as we see fit.

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.

**ELECTRONIC FUND TRANSFERS**

**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 Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund 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 Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, you may authorize a merchant or other merchant may report 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 you with notice as we see fit.

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After providing this notice, additional negative information may be submitted without providing you with notice as we see fit.

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.
• Electronic returned check or draft charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds. Please also see Limitations on frequency of transfers section regarding limitations that apply to savings accounts.

Direct Touch Banking Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at (863) 688-3733 and Toll Free (866) 913-3733 using your personal identification number, a touch tone phone, and Base account number, to: 

• transfer funds from checking to savings
• transfer funds from savings to checking
• transfer funds from savings to savings
• make payments from checking to loan accounts with us
• make payments from savings to loan accounts with us

Please also see Limitations on frequency of transfers section regarding limitations that apply to telephone transfers.

ATM Transfers - types of transfers, dollar limitations, and charges - You may access your account(s) by ATM using your Visa® Debit Card and personal identification number or SunCard ATM Card and personal identification number, to: 

• make deposits to checking account(s) with an ATM card
• make deposits to checking account(s) with a debit card
• make deposits to savings account(s) with an ATM card
• make deposits to savings account(s) with a debit card

Please also see Limitations on frequency of transfers section regarding limitations that apply to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa’s zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Online Banking Computer Transfers - types of transfers and dollar limitations - You may access your account(s) by computer through the internet by logging onto our website at www.midflorida.com and using user ID and password, to:

• transfer funds from checking to checking
• transfer funds from checking to savings
• make payments from checking to savings
• make payments from savings to checking
• get information about:
  - the account balance of checking accounts
  - the last five transactions to checking accounts
  - the account balance of savings accounts
  - the last five transactions to savings accounts

Please also see Limitations on frequency of transfers section regarding limitations that apply to savings accounts.

Point-of-Sale Transactions - dollar limitations - Using your card:

• you may not exceed $5,000.00 in transactions per day (cash withdrawals)

Please also see Limitations on frequency of transfers section regarding limitations that apply to online transfers.

Currency Conversion and International Transactions. When you use your Visa® Debit Card at a merchant that settles in currency other than US dollars, the charge may be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network* (a non-Visa network) without using a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability

EXPEDEP NTED PAYMENT SERVICE (Online Payment)

Description of Service: 

Expedit ed Payment Services are made available via MIDFLORIDA Bill Pay. The available services shall include:

• make electronic payments from a checking account
• make paper check ("direct check" disbursement process) payments from a checking account

We shall make available via the MIDFLORIDA Bill Pay any of the Expedited Payment services so requested by you, and where the capability exists to provide a payment that is faster than would otherwise be available based on standard bill payment capabilities as configured by us.

All Expedited Payment Service payments will be initiated in an expedited manner. You will receive an explicit delivery expectation for every payment. For electronic transactions, delivery time may be same-day, next-day or later depending upon the time of day, the payee capabilities, and other factors. For Expedited Payment Service overnight checks, payments initiated prior to the daily cutoff time will be delivered by the next business day.

Payment Funding, Fees, and Settlement:

Prior to submission by the User of an Expedited Payment Service request, we are responsible for authenticating Users and their associated funding accounts. Electronic payments funded from your checking account will be initiated as soon as possible, utilizing the ACH for funds clearing. Expedit ed Payment Service overnight check payments will be initiated in a "direct check" model, and as such will settle on your account based on the paper check being presented for payment by the payee. We agree to authorize "direct check" transactions on behalf of your Expedited Payment Service overnight check request. A convenience fee for overnight check payments and for electronic payments will be billed to your checking or loan account the same day as the payment but as a separate transaction. See our Fee Schedule for fees that may apply to your account.

If for any reason, sufficient funds are not available in your checking and/or loan account(s), your account will be blocked from further use of the Expedited Payment Service and we will attempt to collect payment through various means including debit retry and reversing the payment. If funds are collected and no additional debit returns have been received after 5 business days, your Expedit ed Payment Services will be unblocked.

Limitations: 

Expedit ed overnight checks will be unavailable for delivery to PO Box and APO addresses or locations in AK, HI, or any foreign or U.S. territory outside of the contiguous 48 states and District of Columbia. You are responsible for entering and verifying any address for Expedited Payment Service overnight check payments to ensure it is correct and is specified as a valid overnight package address by the delivery service biller.

Due to the inherent need to expedite the payment, Expedited Payment Service payment instructions will be completed immediately upon submission of a request from you. You will not have the ability to edit or cancel the payment instruction after you have confirmed the payment request.

Please also see Limitations on frequency of transfers section regarding limitations that apply to computer transfers.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

• During any calendar month, you may not make more than six withdrawals or transfers from a savings account to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.
During any calendar month, you may not make more than six withdrawals or transfers from a money market account to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, debit card (if applicable), or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

FEES

• We do not charge for direct deposits to any type of account.
• We do not charge for preauthorized payments from any type of account.
• See separate fee schedule for fees and charges.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

• DOCUMENTATION
• Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
• Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (863) 688-3733 and Toll Free (866) 913-3733 to find out whether or not the deposit has been made.
• Periodic statements. You will get a monthly account statement from us for your checking accounts.
• You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get 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. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you request.

• 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 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.
(6) 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 government agency or court orders; or
(4) As explained in separate Privacy Disclosures.

UNAUTHORIZED TRANSFERS

(a) Consumer liability

• Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line if you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission if you had told us, you could lose as much as $500).
• Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
• If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
• Additional Limit on Liability for Visa® Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Debit Card if you report it to us in accordance with Section 2(b).

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

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 disclosure, 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 (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days for Visa® Debit Card Point-of-sale transactions processed by Visa and 20 business 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 (5 business days for Visa® Debit Card Point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation of our position and the specific details.

You may ask for copies of the documents that we used in our investigation.

MIDFLORIDA CREDIT UNION
HELP DESK
P.O. BOX 8008
LAKELAND, FLORIDA 33802

Business Days: Monday through Saturday
Excluding Federal Holidays
Phone: (863) 688-3733 or Toll Free (866) 913-3733
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST
NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don’t leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don’t lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents attached to your lost or stolen Visa® Debit Card.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don’t tell anyone your PIN. Don’t give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don’t write your PIN where it can be discovered. For example, don’t keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield your PIN key pad.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers.
transfers for additional information about what to do if your card is lost or stolen.

9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after hours or weekends. At night, make sure that the area is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.

10. Don’t accept assistance from anyone you don’t know when using an ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back another day.

12. Don’t display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.

13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver’s window. Keep the engine running and remain alert to your surroundings.

14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our 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 the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

11. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 7:00 P.M. 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 7:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

12. If you make a deposit at an ATM before 7:00 P.M. 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 at an ATM after 7:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

13. 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.

14. 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.

LONGER DELAYS MAY APPLY

Case-by-case delays. 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 second business day after the day of your deposit. The first $200 (_adjusted to $225 eff. 7/1/2020) of your deposits, however, will be available on the first business day.

If we are unable 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.

Safeguard exceptions. 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 ($5,525 eff. 7/1/2020) on any one day.

You redeem 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 seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,000 ($5,525 eff. 7/1/2020) 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 ($5,525 eff. 7/1/2020) 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 ($5,525 eff. 7/1/2020) 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 tenth business day after the day of your deposit.

VISA ACCOUNT UPDATER

Visa Account Updater (VAU) is a free service that is automatically provided. Out of date card information can result in declined transactions. With VAU, your account files will be updated when information changes. A participating merchant can access the updated card information. Not all merchants participate in VAU. If you wish to opt out of this service, please visit our website for more information.

CODE OF CONDUCT FOR CREDIT UNION MEMBERS

Members join a credit union to advance the interests of the members as a group. The credit union seeks to provide a safe and pleasant atmosphere to conduct business, and to protect and advance the financial interests of members. It is the desire and responsibility of the Board of Directors to make sure that the actions of individual members do not harm the interests of the credit union, its officers, employees, or members. This Code of Conduct is intended to establish limits of acceptable behavior, and the consequences for unacceptable behavior.

The Law

Florida Statutes Section 657.023 Membership.

(1) Upon payment of any required entrance or membership fee, payment of shares as required by the bylaws, and compliance with the bylaws, any person within the limited field of membership of a credit union may be admitted to its membership.

(2) Members of the credit union shall not be personally or individually liable for payment of the debts of the credit union.

(3) A credit union may close the account and terminate the membership of any member whose actions have resulted in any financial loss to the credit union or for good cause.

Unacceptable Behavior

A credit union member must not:

1. Cause a financial loss to the credit union.

2. Cause any type of harassment, in person, by telephone, e-mail, texting, social media, or otherwise, of any member, officer, volunteer, employee, vendor, visitor or other person connected to the credit union. Harassment may include age-related, sexual, ethnic, or racial harassment; racial or ethnic slurs; sexual conduct; sexual overtures; unwanted flirtations, advances or propositions; asking for a date or personal information after request was previously declined; verbal abuse of a sexual, racial or ethnic nature; graphic or degrading comments about an individual or his or her appearance; displaying sexually suggestive objects or pictures; engaging in offensive or uninvited physical contact; contacting a person’s family with the intent to harass; overt or implied threats to harm, or actual harm to, a person, property or reputation; refusing to leave credit union premises when asked to do so; any other behavior that is deemed harmful or outside the realm of good manners and civil behavior.

3. Make false, vicious or malicious statements about the credit union, its officers, volunteers, employees, services, operations, policies, practices, or management.

4. Use profane, vulgar, offensive, abusive, intimidating, or threatening language.

5. Attempt to coerce or interfere with employees in the performance of their duties.

6. Engage in loud, obnoxious or disruptive behavior on credit union premises.

7. Attempt to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind.

8. Post or remove notices or signs, or write on bulletin boards without management approval.

9. Appropriately or misappropriate credit union funds, property or other material proprietary to the credit union.

10. Damage, deface or vandalize property.

11. Engage in immoral conduct or indecency on credit union premises.

12. Cause deliberate or repeated violations of security procedures or safety rules.

13. Possess, use or be under the influence of drugs or alcoholic substances on credit union premises.

14. Argue, fight, or challenge to fight on credit union premises.

15. Possess weapons of any kind on credit union premises (except law enforcement officers and persons licensed), or display any weapon on credit union premises, whether or not licensed.
16. Cause or threaten bodily harm.
17. Make oneself or allow oneself to be made the victim or target of any scam, fraud, or scheme to defraud.
18. Violate any other rule or bylaw of the credit union.
19. Denigrate or harass now or former officers, directors, employees, agents, attorneys, representatives, contractors, subcontractors, vendors, suppliers, or other third party.
20. Do or cause any other action which endangers the safety, health or well being of another.

21. Fail to participate in the affairs of the credit union. Non-participation includes failure to vote in annual or credit union elections, failure to purchase shares from the credit union, or failure to obtain loans from the credit union.

Consequences of Unacceptable Behavior

In the event that any person engages in Unacceptable Behavior, the CEO or his or her designee is authorized to apply any or all of the following remedial measures against such individual, in any order. The decision may be appealed by written application to the Board of Directors. The decision of the Board of Directors will be absolute and final, and within their sole discretion.

A. Verbal or written warning.
B. Denial of any service other than the right to maintain a share account and the right to vote at annual meetings and special meetings. For example, a person who has caused a disruption in a branch lobby may be barred from entering the lobby in the future, and may thereafter be required to conduct all transactions by mail. All services are subject to suspension or termination, including but not limited to: checking accounts, overdraft services, ATMs, cards, debit or credit card, loans, access to branch offices, tellers, or drive-through windows, telephone or online banking, bill payer services, wire, ACH or EFT services.
C. Termination of accounts with or without prior notice.
D. Appeal to the Board of Directors. The decision of the Board of Directors will be absolute and final.
E. Report to law enforcement and prosecution of criminal complaints.
F. Civil lawsuit for damages, injunction and restraining orders.

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This policy is not intended to prevent a member from exercising rights otherwise granted by state or federal law.

F. Civil lawsuit for damages, injunction and restraining orders.

D. Expulsion from and termination of membership in the credit union.

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This policy is not intended to prevent a member from exercising rights otherwise granted by state or federal law.

ARBITRATION AND WAIVER OF JURY TRIAL

This AGREEMENT FOR ARBITRATION AND WAIVER OF JURY TRIAL DOES NOT APPLY TO LOANS MADE TO COVERED BORROWERS UNDER THE MILITARY Lending Act.

This Arbitration and Waiver of Jury Trial agreement applies to any account, contract, loan, credit, transaction, business, contact, Claim, interaction or relationship you may have or have had with us from time to time. You should read this Agreement carefully and keep it with your other account records. The following terms and definitions apply when used in this Agreement:

Agreement - This Arbitration and Waiver of Jury Trial agreement.
You, your, yours, depositor, customer, and member - as the context may require, any person or entity in whose name an account is maintained according to our records, any person or entity that uses the account or is authorized to transact business on the account, by any means whatsoever, including electronically, whether such authority is evidenced by signature cards, organizational resolutions, or otherwise, any person or entity that has a beneficial interest in the account, and any person or entity that asserts a claim against us, and any such person's or entity's heirs, assignee or successor in interest to the account, including such person's estate, survivors and wrongful death beneficiaries.
We, us, our, ours, and credit union - the credit union, and its current and former parents, subsidiaries, affiliates, employees, officers, directors, agents, attorneys, controlling persons and representatives, as well as any other person or company who provides any services in connection with an account or claim, as may exist from time to time. Other definitions may appear within the remaining text of this Agreement.

Agreement or by your receipt of the same by any means, you agree to the terms of this Agreement, as amended.

This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, attorneys, representatives, contractors, subcontractors, vendors, suppliers, or other third party.

Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any other lawsuit that you have with a third party, whether by yourself or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Agreement.

The sole and exclusive procedure for arbitration shall be provided by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules and its Supplementary Procedures For The Resolution Of Consumer-Related Disputes (the “Arbitration Rules”) in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA shall not permit parties not contractually obligated to arbitration to arbitrate, with applicable standards stated in the AAA’s Consumer Due Process Protocol, the standards of the Protocol shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so.

Or, you may contact the AAA directly at 1-800-778-7897 (toll free) or www.adr.org. If the AAA’s Supplementary Procedures for Consumer-Related Disputes apply to your Claim and if your Claim for actual damages does not exceed $10,000, you shall be responsible for paying one-half of the arbitrator’s fees up to a maximum of $125. If your Claim for actual damages exceeds $10,000 but does not exceed $75,000, you shall be responsible for paying one-half of the arbitrator’s fees, maximum of $375. For any Claim that does not exceed $75,000, we will pay all other arbitrator’s fees and costs imposed by the administrator of the arbitration.

If your Claim is a consumer-related claim for actual damages that exceeds $75,000, or if it is a nonmonetary consumer-related Claim, or if it is not a consumer-related Claim, you shall be responsible for paying the administrator’s fees and costs provided in the AAA’s Commercial Fee Schedule. Except as otherwise provided in this Agreement, the final award by the arbitrators may apportion the administrative fees, expenses and arbitrators’ fees between you and us as part of the award, as the arbitrators determines is appropriate. The fees and cost stated in this Agreement are subject to any amendments to the Arbitration Rules and fee cost schedules of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply.

The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship. Each Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator.

The arbitrator shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to the arbitration. In rendering an award, the arbitrator shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator shall award only such relief as a court of competent jurisdiction could provide under the award and applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator shall have the authority to award attorneys’ fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law and the arbitrator finds, after due deliberation and for good cause set forth in writing and shall be based upon and consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction.

In the event that the arbitration results in an award which imposes an injunction on you or us or contains a monetary award in excess of $250,000.00, the award shall be reviewed on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for panel of three new arbitrators selected to hear the appeal under the procedure of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrators shall be selected from the AAA’s panels of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrators, the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11 shall apply, except that the AAA shall not unilaterally appoint the arbitrators, unless you and we agree.

Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address on file with the credit union, with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator.

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator.

The arbitrator shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to the arbitration. In rendering an award, the arbitrator shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator shall award only such relief as a court of competent jurisdiction could provide under the award and applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator shall have the authority to award attorneys’ fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law and the arbitrator finds, after due deliberation and for good cause set forth in writing and shall be based upon and consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction.

In the event that the arbitration results in an award which imposes an injunction on you or us or contains a monetary award in excess of $250,000.00, the award shall be reviewed on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for
appointment from the national roster as provided by Commercial Arbitration Rule 11, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. However, if the award does not impose an injunction on you or on us or contain a money award in excess of $250,000.00, then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee’s sales and the like. This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding, to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator shall have the power to vacate and stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, crossclaim, third party claim or the like by either you or us in response to any such action.

You and we specifically acknowledge and agree that this Agreement evidences a “transaction involving commerce” under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that the credit union’s deposits are federally insured; the funds deposited in any account flow through interstate commerce; and we regularly use the services of businesses located in other states in opening and administering accounts.

Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable, or otherwise refuse or decline to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable - in whole or in part and for any reason whatsoever or for no reason - this agreement to arbitrate shall not fail or be invalidated as a result. Rather, in that instance, any party to the Claim may then petition a court of competent jurisdiction under 9 U.S.C. § 5 to appoint the arbitrators. Upon consideration of such a 9 U.S.C. § 5 petition, should the court decline or refuse to appoint the arbitrator(s), then and only then and within 30 days of a final and non-appealable decision on the matter from such court, you and we shall each respectively pick one arbitrator, and those two arbitrators shall then, by mutual agreement and within 30 days of the selection of the second of them, select a third arbitrator. The third arbitrator so selected shall then arbitrate the Claim as the sole arbitrator, except with respect to a Claim for $150,000 or greater, in which case all three arbitrators so selected shall arbitrate the claim together, with the award and all pre-award decisions made by majority vote. In the case of any arbitration not administered by the AAA, the arbitrators shall still be bound by all applicable provisions of this agreement to arbitrate and the Federal Arbitration Act. They further shall administer and conduct the arbitration under the applicable AAA Arbitration Rules, to the extent such rules may be practically applied to an arbitration not administered by the AAA.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law).

This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your businesses or transactions with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim covered within the scope of this Agreement. Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.