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TERMS AND CONDITIONS OF YOUR BUSINESS 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 to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Florida and other applicable rules such as 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 force and effect. 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 the authority to deposit, withdraw, or exercise control over the funds in your account. If this account is owned by a corporation, partnership, limited liability company or other organization, each person who owns or holds an interest in the business or is authorized to transact the account is individually liable for the obligations of the account holder. 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 each credit union's 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 additional reasonable charges for services you request which are not covered by this agreement.

If each of you also agrees to be jointly and severally (in solido) 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 can 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 the other account 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.

PERSONAL GUARANTY - As an essential inducement to the credit union granting the business account, each and every individual who owns or holds an interest in the business or is authorized to transact the business account or signs the Business Membership Application and Agreement (“Guarantor”) agrees to be individually and personally liable for the obligations of the Account Holder, jointly and severally, regardless of any indication of agency or representative capacity, or other limitation. Each Guarantor absolutely and unconditionally guarantees the full payment and performance of every obligation of the Account Holder to the credit union under the Business Membership Application and Agreement, these Terms and Conditions of Your Business Account, any other agreement with the credit union, or applicable laws.

This is an irrevocable and continuing guaranty by which each Guarantor agrees to guarantee all obligations of the Account Holder whether existing now or arising in the future, on an open and continuing basis until the Business Account is closed and all obligations of the Account Holder have been paid in full and satisfied. Each Guarantor specifically grants to the credit union a security interest in all of Guarantor’s shares and deposits in all joint and individual accounts in which Guarantor has an interest now and in the future, to secure repayment of any indebtedness of the Account Holder to the credit union. Guarantor authorizes the credit union to assign the funds in these accounts to pay any indebtedness of the Account Holder to the credit union, without notice to the Guarantor (shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest). Guarantor’s obligations

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under this Personal Guaranty are independent of those of the Account Holder or any
other guarantor. Guarantor waives notice of default and notice of nonpayment, and
consents to any modification or renewal of the obligations of the Account Holder and
these Terms and Conditions of Your Business Account without prior notice. The Credit
Union may send a notice of account to Guarantor if the Account Holder is not a natural
person, or to any other person, and the Credit Union may release or partially
release or settle with any of the other Guarantors or the Account Holder at any time
without affecting the liability of the others. Guarantor agrees to pay the credit union’s
reasonable out-of-pocket expenses, including but not limited to attorney fees and
collections costs, regardless of whether a lawsuit is ever brought to enforce any of
the terms of this Guaranty. The terms of this Personal Guaranty are severable; if any part
of this Personal Guaranty is found to be unenforceable, all other parts will remain in
effect.

DRAFTS - 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
which are lost, stolen, or returned. Unless we are required to do so by law, we will not
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 chargeback. You may refuse to sign a cash withdrawal agreement.

OVERDRAFTS - We will be required to sign a cash withdrawal agreement.

Overdrafts on your account without notice to you. You can ask us if we have other
Overdrafts - We may, at our discretion, honor withdrawal

Withdrawal by phone are also unlimited if you are requesting that a check be

You understand that we may, at our discretion, honor withdrawal

your risk and expense. For large cash withdrawals at a credit union branch, you may

In the substitute check creation process, you agree that we may pay such item.

A postdated check is one which bears a date later than the date

We are not responsible for transactions by mail or

deposits of, or payable in, foreign currency will be at the exchange rate in effect on

your risk and expense. For large cash withdrawals at a credit union branch, you may

We are not responsible for transactions by mail or

Rule governing changes in rates are provided separately in the

We may change our bylaws and any term of the

Withdrawals by phone are also unlimited if you are requesting that a check be

We may, at our option, refuse to permit a transaction which is inconsistent with any stated restriction, but this shall not

We may honor checks drawn against your account by any

you, directly to us for amounts you owe us, or transfers to other accounts you have

You agree that we may 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 chargeback. You may refuse to sign a cash withdrawal agreement.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the

you will be required to sign a cash withdrawal agreement.

We do not offer accounts on which two or

You agree that you will cooperate with us in any legal actions that we may

We may set up a sweep account with us, which is a

Earnings in the

in the substitute check creation process, you agree that we may pay such item.

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## ACCOUNT TRANSFER -
This account may not be transferred or assigned without our prior written consent.

### DIRECT DEPOSITS -
If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice or the consent of any person you designate to receive any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of its 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 we have demanded, as entitled under the terms of the note, and this amount 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 “lien” on property is a creditor’s right to own ownership of the property in the event a debt 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 federal law.

### PLEDGES -
You further agree that if you fail to report 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, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard 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. In no event will our responsibility be limited to $500 per item or $1,000 per account. You agree that if you fail to report 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, and as between you and us the loss will be entirely yours.

### Duty to notify if statement not received -
You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

### RIGHT TO REPAYMENT OF INDEBTEDNESS -
Each of you agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt to any of you 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 we have demanded, as entitled under the terms of the note, and this amount 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 “lien” on property is a creditor’s right to own ownership of the property in the event a debt 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 federal law.

For example, in the event of a contract right or obligation under a statutory lien apply to this account: (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 credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debt is a debtor’s security interest in a vehicle or other property.

We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

## RESTRICTIVE LEGENDS OR INDORSEMENTS -
The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than $1,000.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive indorsement.

### FACSIMILE SIGNATURES -
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 any 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 affixed 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.

### PLEDGES -
Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any existing account owner or account beneficiary become effective.

### STALE-DATED 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. We 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 1/2” 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 1/2” of that edge.

<table>
<thead>
<tr>
<th>Name</th>
<th>7654</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address, City, State</td>
<td>$20</td>
</tr>
<tr>
<td>Pay to the order of</td>
<td>dollars</td>
</tr>
<tr>
<td>Bank Name and Location</td>
<td>Memo</td>
</tr>
<tr>
<td>123456789</td>
<td>7654</td>
</tr>
</tbody>
</table>

### TRAILING EDGE

<table>
<thead>
<tr>
<th>FRONT OF CHECK</th>
</tr>
</thead>
<tbody>
<tr>
<td>BACK OF CHECK</td>
</tr>
</tbody>
</table>

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 indorsement.

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 bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

### CHANGING ACCOUNT PRODUCTS -
We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close
your account before the date specified in the notice, we may change your account to
that other product on the date specified in the notice.
CHECK STORAGE AND COPIES - You agree that we will not receive your canceled
checks. We will store your canceled checks or copies of them for a reasonable
storage period. Upon request, you may copy them in a legible capacity. You may open
a new account and such identification may be documentary or physical and may include collecting
a thumbprint or fingerprint.
TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you
truncuate an original check and create a substitute check, or other paper or electronic image
of the original check, without our authorization, you may be liable to us in conformance
with our internal policy for retaining original checks.
CHECK CASHING - We may charge a fee for anyone that does not have an account
with us who is cashing a check, draft or other instrument written on your account. We
may also require reasonable identification to cash such a check, draft or other
instrument. We can decide what identification is reasonable under the circumstances
and such identification may be documentary or physical and may include collecting
a thumbprint or fingerprint.
ACCURACY - We are not responsible for any unauthorized signature or
alteration that would not be identified by a reasonable inspection of the item. Using an
authorizing or verifying the instruction we received from you in connection with the
transaction. We are not responsible for the actions of a fiduciary, including the
miscuse of funds. This account may be opened and maintained by a person or persons
named as a trustee under a written trust agreement, or as executors, administrators,
or conservators under court orders. You understand that by merely opening such an
account, we are not acting in the capacity of a trustee in connection with the trust nor
we undertake any obligation to monitor or enforce the terms of the trust or
creditors - You agree that we may verify credit and employment
histories as we deem necessary, including preparation of a credit report by a credit
reporting agency.
LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a
subpoena, restraining order, writ of attachment or execution, levy, garnishment,
search warrant, or similar order relating to your account (termed "legal action" in this
section), we will not pay any debts owed to us from that account, and payment can be
made from your account even though you did not authorize the transfers. We will
not allow any payments out of the account until a final court determination
regarding the legal action. We may do these things even if the legal action
involves less than all of you. In these cases, we will not have any liabilty to you
if there are insufficient funds to pay your items because we have withdrawn funds
from your accounts under our rules. You are liable for the transfers unless we have
been notified that transfers by that person 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
authorize the transfers. You will pursue your rights or, at our option, assign them to us so that we may pursue
them full use of your money. An account number can be used by thieves to issue an
deceptive 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 coworker, for
example) who then exceeds that authority, you are liable for the transfers unless we have
been notified by us of the nonauthorizations.
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 neglect those services, you will be
responsible as the account holder for any and all fraudulent transactions
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 you require additional security features, we will try to accommodate you
and notify you of it. You agree that you are responsible for any payment order, whether
authorized or not, that we accept 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 the general public, or checks for large dollar amounts.
TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed
otherwise in writing, we are not required to act upon instructions you give us via
facsimile transmission or leave by voice mail or on a telephone answering machine.
CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or
account, and payment can be made from your account even though you did not authorize
them full use of your money. An account number can be used by thieves to issue an
deceptive 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 coworker, for
example) who then exceeds that authority, you are liable for the transfers unless we have
been notified by us of the nonauthorizations.
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 neglect those services, you will be
responsible as the account holder for any and all fraudulent transactions
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 you require additional security features, we will try to accommodate you
and notify you of it. You agree that you are responsible for any payment order, whether
authorized or not, that we accept 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 the general public, or checks for large dollar amounts.
TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed
otherwise in writing, we are not required to act upon instructions you give us via
facsimile transmission or leave by voice mail or on a telephone answering machine.
CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or
account, and payment can be made from your account even though you did not authorize
them full use of your money. An account number can be used by thieves to issue an
deceptive 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 coworker, for
example) who then exceeds that authority, you are liable for the transfers unless we have
been notified by us of the nonauthorizations.
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 neglect those services, you will be
responsible as the account holder for any and all fraudulent transactions
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 you require additional security features, we will try to accommodate you
and notify you of it. You agree that you are responsible for any payment order, whether
authorized or not, that we accept 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 the general public, or checks for large dollar amounts.
TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed
otherwise in writing, we are not required to act upon instructions you give us via
facsimile transmission or leave by voice mail or on a telephone answering machine.
CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or
account, and payment can be made from your account even though you did not authorize
them full use of your money. An account number can be used by thieves to issue an
deceptive 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 coworker, for
example) who then exceeds that authority, you are liable for the transfers unless we have
been notified by us of the nonauthorizations.
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 neglect those services, you will be
responsible as the account holder for any and all fraudulent transactions
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 you require additional security features, we will try to accommodate you
and notify you of it. You agree that you are responsible for any payment order, whether
authorized or not, that we accept 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 the general public, or checks for large dollar amounts.
attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account to prevent further payment (refunds) from being made with respect to an account or transaction subject to a claim adverse to (1) your own interest, (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the transaction in question has not occurred.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine whether the amount in excess of the amount of the payment order, regardless of whether you transferred the amount in excess of the amount of the payment order, we are entitled to recover from you fees you might incur due to erroneous execution of payment order.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Amendment of funds transfer agreement - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day. You may cancel or amend a payment order you give us only if we receive the communication of cancelation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be made in compliance with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outstanding orders, or acts or omissions of our or any intermediaries.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 60 days of our notice to you.

BUSINESS DEBIT CARD AGREEMENT

TERMS AND CONDITIONS

Introduction. This Business Debit Card Agreement (“Agreement”) contains contract terms and other important information relating to your Business Debit Card (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

In agreement and disclosure statement (agreement), the words “you” and “your” mean each and all of those who agree to be bound by this agreement; “Card” means VISA debit card and any duplicates, substitutions, or renewals the credit union issues to you; “Account” means the checking account designated on the application for membership. “Credit Union” means MIDFLORIDA Credit Union or anyone to whom the Credit Union transfers this agreement; and “transaction” means use of the Card or the Account number on the Card and a Personal Identification Number or Code (PIN) when required, to perform a transaction with the Card.

Applicable Law. This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

Definitions. Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we,” “our,” and “us” refer to the financial institution which issues the Card. The words “your” and “your” mean in the context of your specific account with which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

Business Card Purpose. You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-
of sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for personal purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

Account Requirement, Payment Responsibility, Transferability, Enforceability.

The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions originated by you or by your Cardholder or any other person acting as your agent. This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not affect any other part unenforceable.

Returns. Merchant and others who honor the Card may give credit for returns or adjustments. They may do so by initiating a credit to the Credit Union, and your Account will be credited. The funds from a return or adjustments may not be immediately available for your use.

Currency Conversion and International Transactions. When you use your Card at a merchant that settles in currency other than US dollars, the charge will 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 and the Visa logo are registered trademarks of Visa U.S.A. International, Inc. 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 (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.

How to Use the Business Card, Security Procedures. The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business or the Cardholder.

You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a code to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a code. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and code. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure. You also agree to all security procedures identified in the attached funds transfer agreement.

Termination and Amendments.

• We may terminate this Agreement by written notice to you.
• You may terminate this Agreement by written notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notices. Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. We will keep notified of your current mailing address.

Order of Payment. Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks, drafts, and other items.

Discretionary Overdraft Payments. At our discretion, we may make a payment or honor a withdrawal from your account that exceeds the amount of funds available in your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have previously paid overdrafts. We can change our practice of paying overdrafts on your account without notice to you. This section does not apply to an overdraft protection plan you may establish with us, such as an overdraft line of credit or linked savings account.

You agree that we may charge fees for overdrafts caused by ATM and Debit Card transactions unless you have opted-out of this service. Fees are disclosed in our separate fee schedule.

Overdraft Protection Plan. If your account has an overdraft protection plan, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection plan. You can opt out of a plan with us. We can change our plan with us. You should become familiar with that document as some of the terms, such as your liability for unauthorized transfers initiated with your Card, may vary from the terms of this Agreement.

Stop Payment Waiver. You waive the right to stop payment on any properly authorized debit transaction. Merchants and others who honor the Card may give credit for returns or adjustments by initiating credit to us. We will credit that amount to your Account, but the funds from a return or adjustment may not be immediately available for your use.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

ATM Transfers. You may make non-Visa transactions at an ATM using your Card and code to:
• make deposits to your checking account.
• get cash withdrawals from your checking account.
• get transfers from your checking account to your savings account.
• get information about your checking account.
• get cash withdrawals from your savings account.

Point-of-Sale Transactions. You may access your checking account with your Card 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 participating a financial institution, and do anything that a participating merchant will accept.

Using your Card and/or code:
• you may not exceed $10,000.00 in transactions per day.

For security reasons, there are other limits on the number of transfers you can make in a day.

Additional Risk Associated with Use of Business Purpose Cards. You agree not to use your Card for illegal gambling or other illegal purposes. 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.

You agree not to use your Card for illegal use.

Advisory Against Illegal Use. We do not accept illegal use of your card or for illegal gambling under this Agreement.

You agree not to use your Card for illegal gambling.

Additionally, the Credit Union is not liable for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

Unauthorized Transfers Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card.

You are liable for Unauthorized Transfers. You are liable for unauthorized Card transactions you do not authorize if we can prove that you permitted the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you believe your Card and/or code has been lost or stolen.

Unauthorized Transfers Additional Risk Associated with Use of Business Purpose Cards. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card.

Unidentified overdrafts on your account may not be transferred or assigned without our written consent.

Maintaining a business checking account with us. You are liable for the payment of Card transactions unless you have opted-out of this service.

If you make any transfers from your business checking account to your savings account, or you do anything that a participating merchant will accept.

Using your Card and/or code for security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a code to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a code. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and code. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure. You also agree to all security procedures identified in the attached funds transfer agreement.

Termination and Amendments.

We may terminate this Agreement by written notice to you.

You may terminate this Agreement by written notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notices. Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. We will keep notified of your current mailing address.

Order of Payment. Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks, drafts, and other items.

Discretionary Overdraft Payments. At our discretion, we may make a payment or honor a withdrawal from your account that exceeds the amount of funds available in your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have previously paid overdrafts. We can change our practice of paying overdrafts on your account without notice to you. This section does not apply to an overdraft protection plan you may establish with us, such as an overdraft line of credit or linked savings account.

You agree that we may charge fees for overdrafts caused by ATM and Debit Card transactions unless you have opted-out of this service. Fees are disclosed in our separate fee schedule.

Overdraft Protection Plan. If your account has an overdraft protection plan, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection plan. You can opt out of a plan with us. We can change our practice of paying overdrafts on your account without notice to you. This section does not apply to an overdraft protection plan you may establish with us, such as an overdraft line of credit or linked savings account.

You should become familiar with that document as some of the terms, such as your liability for unauthorized transfers initiated with your Card, may vary from the terms of this Agreement.

Stop Payment Waiver. You waive the right to stop payment on any properly authorized debit transaction. Merchants and others who honor the Card may give credit for returns or adjustments by initiating credit to us. We will credit that amount to your Account, but the funds from a return or adjustment may not be immediately available for your use.
and/or code is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or code will continue until 2 business days after the day we receive such written notice. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Additional Limit on Liability. Unless you have been negligent or have engaged in fraud, you will not be liable for any transactions using your lost or stolen Card if you report the unauthorized transaction within 60 days of the mailing date of the first statement showing the unauthorized transaction. Unauthorized transfers do not include: 1) any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account; or 2) any transaction by a cardholder that exceeds the authority given by the Visa Business check card account owner. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa®. Visa is a registered trademark of Visa International Service Association.

Contact in Event of Unauthorized Transfer. If you believe your Card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

Consequential Damages. We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

ERROR RESOLUTION
You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay dividends or interest on any refund to which you may be entitled. We will only recredit your account for errors or problems as required by law.

Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this disclosure. If you tell us orally, we may require your complaint or question in writing within 14 business days. For transactions processed by Visa, we will determine whether an error occurred within 5 business days after we hear from you and will correct any error promptly. If we need more time, however, we will credit your account within 5 business days 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. 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. For transactions not processed by Visa, we will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem. You may ask for copies of the documents that we used in our investigation.

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 in advance (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 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 Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your Card as though it were cash. Don’t tell anyone your PIN. Don’t give anyone information regarding your 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 their view.
8. If you lose your Card or it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund 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 sunset. At night, be sure that the facility (including the parking area and walkways) 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 later.
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 strongly urge you to keep an 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 “transactions” 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.

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.

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.

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.

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 you deposit, funds may not be available until the second business day after the day of your deposit. The first $200 ($225 eff. 7/1/2020) of your deposits, however, will 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 how long after you make your deposit 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 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 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 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.

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, 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 unwanted 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. Appropriate 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. Violate any law which impacts the credit union or its members, officers, volunteers, employees, vendors or visitors.
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 credit union elections, failure to purchase shares from the credit union, 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. This 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, ATM cards, credit or debit cards, 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. Expulsion from and termination of membership in the credit union.
E. Report to law enforcement and prosecution of criminal complaints.
F. Civil lawsuit for damages, injunction and restraining orders.
G. Any other action that is not precluded by the federal or state law or the credit union’s bylaws.

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 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, your 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, 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, assigns 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.

ARBITRATION AND WAIVER OF JURY TRIAL

THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS. WHEN ARBITRATION IS INVOVED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND THE CREDIT UNION WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

Acceptance Of This Agreement. By signing a member agreement, by signing a signature card when you open an account, by signing any signature maintenance card or other account document for an account, by opening or modifying an account electronically, by depositing funds into, or withdrawing funds from, any account, by being named as a beneficiary or joint owner by an existing owner of an account, by using an account with us, or permitting anyone else to get access to your account through any of our electronic banking services, or by maintaining an account after our sending or providing to you by any reasonable means (including but not limited to) by mail to the mailing address we have for you on our records; by e-mail to the e-mail address we have for you on our records; by online banking sign on message; by making available or publishing on or with the periodic statement of an account; by publishing on our web site, or by making publicly available at any of our locations at the time you open or modify (as the case may be) this Agreement or any amendments to this 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, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, agents, attorneys, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, and any such third party and shall be reviewable on appeal initiated within 30 days of the award by a writing and shall be based upon and be consistent with the law of the jurisdiction that applies in a court proceeding shall apply in and to the arbitration. Any in-person arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrators shall be selected from the AAA’s panel 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 so 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, rendered or pending before us or any third party. The AAA shall not unilaterally appoint the arbitrators for the appeal, unless 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 business services in opening and administering accounts. 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. 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 a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the court). 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. The arbitrator’s findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to that 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 on us or contains a monetary award in excess of $250,000.00, the award shall be reviewable 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 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 monetary 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 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 business 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.
ARBITRATION AND WAIVER OF JURY TRIAL. Except as expressly provided herein, you and we agree that either party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between you and us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement (any “Claim”). Claim has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement or any agreement; (2) any account; (3) any charge or cost incurred pursuant to any agreement; (4) the collection of any amounts due under any agreement or any account; (5) any alleged contract or tort arising out of or relating in any way to any account, any agreement, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Member Agreement; (7) any statements or representations made to you with respect to the any agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (8) any property loss, damage or personal injury; (9) any claim, demand or request for compensation or damages from or against us; (10) any damages incurred on or about our premises or property; or (11) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Member Agreement, any account, any credit, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act (“FAA”).