

# ACCOUNT CHANGES

*Effective January 1, 2019*

The following changes will be made to all accounts

## 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 large cash withdrawals at a credit union branch, you may be required to sign a cash withdrawal agreement.

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## 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 Out of date card information can result in declined transactions.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.

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## 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.

#### **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 INVOKED 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 an account) 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, officers, agents or directors of such affiliates or third parties, and any such 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 lawsuit that you have with any third party, whether through intervention by us 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 arbitration shall be administered 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 determines that any provision of this Agreement does not comply 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 1-800-778-7879 (toll free) or at [www.adr.org](http://www.adr.org). If the AAA's Supplemental 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 up to a 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 administrative costs and arbitrator's fees as 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 and 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 party also has the option of filing an action in small claims court for any Claims or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.** The arbitration of any Claim of \$150,000 or greater shall be conducted by a panel of three arbitrators. The 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, or resolved on behalf of similarly situated persons, or brought as private 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 or 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 properly award under 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. 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 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 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 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 practicably 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").

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## **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. 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, 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.

1. Verbal or written warning.
2. 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.
3. Termination of accounts with or without prior notice.
4. Expulsion from and termination of membership in the credit union.
5. Report to law enforcement and prosecution of criminal complaints.
6. Civil lawsuit for damages, injunction and restraining orders.
7. 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.