

NOTICE OF CHANGE – This is a notice of changes to the Terms and Conditions of your account with us. Effective May 1, 2021, your account(s) shall be governed by the following Master Account Agreement terms and conditions. Continued use of your account(s) after receipt of these terms and conditions constitutes acceptance of, and agreement to, the terms and conditions of our Master Account Agreement.

GPCE CREDIT UNION A DIVISION OF FLORIDA STATE UNIVERSITY CREDIT UNION MASTER ACCOUNT AGREEMENT

(Not Transferable as defined in 12 CFR Part 204)

Definitions: In this Agreement, the words "you" and "your" mean each person who signs or should sign an applicable Signature Card. The plural shall also mean the singular, the masculine shall mean the feminine and vice versa. The terms "Credit Union", "we", "us" and "our" mean **Florida State University Credit Union**. The term "account" means all accounts and services provided hereunder. "Agreement" means this Master Account Agreement and all Signature Cards. "Signature Card" means the document(s) you sign or should sign to establish Account(s) with us and any applicable rate schedule(s), fee schedule(s) and disclosures. "ATM Card" means your Florida State University Credit Union VISA Debit card and any other access card issued to you by the Credit Union in the future. "Item" means share drafts, deposit drafts, checks, drafts, or any other negotiable instruments. "Statement" means a periodic report notifying you of transactions and activity in your Account. The paragraph headings are for convenience only and do not form a part of this Agreement.

Agreement: By signing this Agreement, you hereby make application for membership in the Credit Union, you agree to conform to our bylaws and amendments, copies of which have been made available to you, and you agree to subscribe for at least one share. You agree that the agreements set forth herein contain the terms of the various types of Accounts offered by us and shall govern your use thereof. This agreement amends, replaces and supersedes any prior, conflicting agreements. All written notices to us shall become effective when actually received by us. Accounts are federally insured by the National Credit Union Share Insurance Fund subject to federal laws and regulations. You agree to hold harmless and indemnify the Credit Union, its employees and agents from and against any and all loss, claim or damages, including reasonable attorney's fees, that we may incur on your behalf, except as may be attributable to the Credit Union's lack of good faith or failure to exercise ordinary care. If for any reason you are indebted to us, we have a lien on the funds in any Account in which you have an ownership interest or the right to withdraw funds, unless prohibited by law. If any of you are indebted to us such that we have a lien against any one of your Accounts, the Credit Union may enforce its rights against the funds in any Account in which you have an ownership interest or the right to withdraw funds, regardless of who contributed those funds. We reserve the right, at any time, to require you to give us up to 60 days written notice of an intention to withdraw the whole or any part of your Account. You agree that the Credit Union shall not be responsible for any delay in performance hereunder resulting from events beyond our control.

Account Ownership: Accounts where only one person has signed the appropriate Signature Card(s) or is named on the receipt in the case of Certificate Accounts will be solely owned by the person signing or named therein. Whenever more than one person has signed the appropriate Signature Card(s) or is named on the receipt in the case of Certificate Accounts, the Account created thereby is a jointly owned Account with the right of survivorship. You hereby agree with each other that all sums now paid in on shares, or heretofore or hereafter paid in on shares and all accumulations thereon, are and shall be owned by you jointly with rights of survivorship. Where one owner dies, all sums in the Account will pass to the surviving owner(s) and, if there are two or more remaining owners, the surviving owners shall hold the Account as joint owners with the right of survivorship. As to jointly owned Accounts, you agree with each other that all sums now paid in on shares, or heretofore or hereafter paid in on shares and all accumulations thereon, are and shall be owned by you jointly with rights of survivorship. You hereby agree with each other and with us that all sums shall be subject to withdrawal or receipt of any of you, and payment to any of you shall be valid. Any of you may pledge all or any part of your shares to us, and such pledge shall survive after your death and shall be superior to the rights of any other Account owner. Your death shall not affect the validity of any statutory or consensual liens created by you prior to your death. Account owners are jointly and severally liable to us for any returned Item, overdraft, unpaid amount, etc., and for any charges, regardless of who initiated or benefited from a transaction. The Primary Account Owner as established on the Signature Card(s) may remove from ownership in the applicable account or accounts any or all said Secondary Account Owner(s). The Secondary Account Owner(s) so removed from this account shall have no interest, rights or privileges in and to the account or assets thereof. To be binding on us, such revocation must be in writing and in a form acceptable to us.

Actions by Legal Representatives: We are authorized to recognize the authority of any attorney-in-fact, guardian, custodian, trustee or agent legally appointed by you or by a court of competent jurisdiction for the transaction of business on your Account(s). In so doing, we will have no duty to inquire as to the use or purpose of any transaction by any legal appointee. We are not required to honor the appointment of an attorney-in-fact. In order to honor the appointment of an attorney-in-fact, we may require such person to indemnify us for any loss, claims or damages arising from our reliance on the appointment of the attorney-in-fact.

Account Fees: You agree to pay certain account fees in accordance with the Fee Schedule applicable to an Account. You agree the Fee Schedule may be amended from time to time by our Board of Directors. The Fee Schedule, and amendments thereof, are hereby incorporated as part of this Agreement.

Dividends, Interest, and Minimum Balance Requirements: The dividend rate (and the corresponding annual percentage yield) is set by our Board of Directors and is subject to change each dividend period. The interest rate on Certificates of Deposit is determined by the President. All Share and Share Draft Accounts have a variable Annual Percentage Yield that is subject to change by the Credit Union at any time without advance notice to you. A dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. Dividends and interest are calculated by the Average Daily Balance Method, which applies a periodic rate to the average daily balance in the Account for the period. The average daily balance is determined by adding the full principal balance in the account for each day of the period and dividing that figure by the number of days in the period. Dividends and interest will begin to accrue on noncash deposits on the business day you make the deposit to your Account. Dividends are paid from our current income and available earnings after required transfers to reserves at the end of a dividend period. The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an Account based on the dividend rate and frequency of compounding for an annual period.

For Certificate Accounts, the annual percentage yield is based upon an assumption that dividends will remain on deposit until maturity. The compounding and crediting of dividends and interest and dividend period for each Account is set forth in the corresponding Rate Schedule. If you close an Account before dividends or interest are credited, you will not receive accrued dividends or interest. The par value of a regular share in this Credit Union is \$5.00. For each Account, the minimum opening deposit and minimum balance requirements to either avoid a service fee or obtain the annual percentage yield for a dividend period are set forth in the applicable Rate Schedule(s).

Transaction Limitations: Except for your share draft account(s), you may not make more than six withdrawals or transfers to another of your Accounts or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction during any statement period. No more than three of the six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. You may not make more than three (3) withdrawals per month from a Main Share

Account. Each transfer after three (3) is subject to a service charge as shown in the Rate Schedule. If you exceed the transfer limitations set forth above in any statement period, your account may be closed by us or be subject to any excess share withdrawal fee implemented by our Board of Directors.

Direct Deposits: We may offer direct deposit options allowing you to pre-authorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or transfers from your Accounts with us. You must authorize any such deposits or transfers by a separate authorization form. If you wish to cancel the direct deposit or pre-authorized transfer option, you must notify us at least 30 days prior to the next scheduled date for any direct deposit or preauthorized transfer. If you fail to cancel any direct deposit authorization upon a filing of a bankruptcy, you agree that we may make and apply direct deposits in accordance with your authorization on file with us. If a direct deposit is received for an account that is closed, you will be charged a fee to reopen the account or to specially handle such deposit as set forth in the Rate Schedule.

Endorsements: Each of you appoint the other Account Owner(s) your attorney-in-fact with power to deposit funds and for that purpose to endorse any Item payable to any Account owner. You authorize us to supply any endorsement for you on an Item tendered for your Account. You agree to indemnify us from any loss due to an endorsement or other writing being placed on an Item in an incorrect manner or place under the Federal Reserve's Regulation CC or other applicable laws before it is accepted for deposit by us.

Deposits: All non-cash Items credited to an Account shall be credited conditionally subject to final payment, and such Items may be charged back from any Account in which you have an ownership interest or the right to withdraw funds, at any time, until the proceeds thereof in money (U.S. Dollars) are received by us. If any Item deposited in an Account is returned unpaid, each of you is jointly liable to the Credit Union for the amount of the returned item and any charges, regardless of who deposited the Item or benefited from the transaction. We shall not be obligated to notify you that a non-cash Item has been dishonored or not otherwise collected. We will not be responsible for recognizing any conditions of payment contained on an Item deposited to or drawn on an Account, including, but not limited to, restrictive endorsements or postdated Items. If you make a deposit or payment at an un-staffed depository, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that we find in the envelope used to make the transaction.

Account Termination: We reserve the right to require written consent of all Account owners before terminating any Account. In the event of a dispute over the ownership of the funds in an Account, you authorize us to interplead the funds into a court of competent jurisdiction for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the interpleader, including attorney's fees, from the account funds and to file the remaining sum with the court. As long as we act in a manner consistent with good faith and the exercise of ordinary care, we may refuse to honor any request to close your Account. If we do agree to close your Account, you agree to indemnify and hold us harmless for the amount of any loss resulting from closing your Account. We have the right to terminate an Account and all of our liability hereunder by mailing a check or draft for the balance of an Account to the address of any one of you.

Consent to Contact: You agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withhold the consent to be contacted at your wireless telephone number(s) at any time by written notice to us at P.O. Box 182499 Tallahassee FL 32318, by email to mssandfr@fsucu.org, by telephone at 850-224-4960 or toll free 877-463-7828, or by any other reasonable means. You represent and agree, if you have provided a wireless telephone number(s) on or in connection with your accounts, or any of them, you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you provide to us. You agree to indemnify us and our third-party vendors, including debt collectors, and hold us and our third-party vendors, including debt collectors harmless, from and against any and all losses, claims, damages, liabilities, costs of expenses (including attorneys' fees) that arise out of your breach of any of the foregoing representations and agreements.

You agree further, in order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any voice or text messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

Changes to the Agreement: Our Board of Directors may amend these terms, conditions, rules and procedures from time to time. We will notify you of such changes as required by law. The changes will be effective on the date that the Board specifies or as otherwise required by law.

Share Requirements: If you reduce your share balance below the par value of one share, you may be terminated from membership according to our rules and bylaws. You may not withdraw shares that are pledged as required on security on loans without the written approval of our credit manager, except to the extent that such shares exceed what you owe to us or are contingently liable. You may withdraw shares only by using the methods that have been approved by us.

Payable upon Death Accounts: Upon the death of the owner(s) of this type of account, the funds pass to the beneficiaries named by the Primary Owner. All of said sums shall be subject to the withdrawal or receipt of only the account owner(s) during their lifetime. Upon the death of the last surviving owner, payment to any beneficiary shall be valid and discharge us from any liability for such payment. Only the account owner(s) may pledge all or any part of the shares in this account as collateral for any loan or loans with us, and such pledge shall survive after the death of the account owner(s) and shall be superior to the rights of any beneficiary. The death of an account owner shall not affect the validity of any statutory or consensual liens created prior to the death of the account owner(s). The Primary Owner may remove from ownership in the account any or all beneficiaries. The beneficiary so removed shall have no interest, rights, or privileges in and to the account or assets thereof. To be binding on the Credit Union, such revocation must be in writing and in a form acceptable to us. Should any beneficiary predecease an account owner, all rights of the deceased beneficiary in the Account shall terminate and the deceased beneficiary's interest in account shall be divided equally among the remaining beneficiaries.

Uniform Transfers to Minor Account: Shares in an account hereunder may be issued in the name of the custodian named in the signature agreement as custodian for the minor named in the signature agreement under the Uniform Transfers to Minors Act. We are hereby authorized to act without further inquiry in accordance with writings bearing the custodian's signature. The terms of this contract hereby are deemed to include the provisions of said statute of this state, as it may be amended. Any appointment of a successor custodian shall take effect in the event of the resignation, death or legal incapacity of the original custodian. Upon such occurrence, we will deliver said account, together with a copy of the instrument of designation, into the custody of the successor custodian named; and we, upon our receipt of actual or written notice of such event, are directed to make such delivery. Any payment by us to the custodian, successor custodian or to the named minor (upon receiving reasonable information indicating minor has attained the age of adult status or other age pursuant to the Transfers to Minors Act to which he is entitled to the funds) shall relieve us from any and all liability resulting from, in relation to or created by this Account or any action or inaction relating thereto.

Holiday Club and Summer Pay Club Account: Each year, on or after the first day of the month of November for Holiday Club Account(s) and of June for Summer Pay Club Account(s), you authorize us to transfer to another of your Account(s) the balance in said Account(s) as of the 1st day of November of each respective year for Holiday Club Account(s) and as of the 1st day of June of each respective year for Summer Pay Club Account(s). If you withdraw any funds from said

Account(s) prior to the declaration of dividends, you will forfeit all dividends not yet credited, and said Account(s) will be closed. In such event, any balance remaining will be transferred to your share account.

Certificate of Deposit Account: Nothing contained in this Agreement shall be construed so as to make a Certificate Account a demand deposit, and we reserve the right to require at least seven days written notice of an intention to withdraw any funds in a Certificate Account. This notice time may be increased according to our Bylaws or under applicable law. You will receive a receipt for the funds you deposit into a Certificate Account, which receipt is merely evidence of your Certificate Account established with us. The receipt is non-negotiable and non-transferable. A Certificate Account shall be automatically renewed. Upon Maturity of a Certificate Account, if you do not present the receipt for payment or for renewal, we may at our option, either transfer the balance of all funds in said Certificate Account to any regular share account or other Account of yours, or pay all said funds directly to you. If we pay any of the funds in a Certificate Account before the Maturity Date, you shall forfeit the early withdrawal penalty shown on an appropriate Fee Schedule. If said account has not yet earned enough interest or if the interest has already been paid, the penalty will be deducted from the principal. To the extent necessary to comply with this penalty provision, deductions may be made from the amount withdrawn or the remaining Certificate balance. Withdrawals within the first six days of the initial deposit will incur a seven day simple interest penalty on the amount withdrawn. All interest credited to a Certificate Account may be withdrawn at any time without penalty. Certificates may not be pledged, transferred or assigned to any party other than this Credit Union.

Money Mint Account: Money Mint Account(s) may be established with us according to the terms of this section and other applicable provisions of this Agreement. All general and specific provisions of this Agreement that relate to share draft accounts, including but not limited to Overdraft Protection, apply to your Money Mint Account(s). In accordance with the terms of this Agreement, you authorize us to honor your withdrawals and transfer requests and to pay your share drafts and charge all such payments against the funds of your Money Mint Account. You agree that funds in your Money Mint Account will earn dividends from the date your account has deposits totaling \$1,000 or more to the date of withdrawal and shall be paid directly to said Account at the end of each calendar month. The dividend rate for your Money Mint Account shall be set in advance of each calendar month by our Board of Directors but we reserve the right, at our option, to adjust said dividend rate weekly. The minimum opening deposit for a Money Mint Account shall be \$1,000.00, but subsequent deposits may be made in any denomination. You will not be paid dividends on balances less than \$1,000.

Share Draft Account: We are under no obligation to pay any Item and we are authorized to refuse to pay any Item without any reason for such refusal. You agree that when we act in good faith and exercise ordinary care, we incur liability for the payment or dishonor of any Item, regardless of whether you have a share balance in your Account sufficient to pay any item that we fail to pay. In the event we pay an Item drawn on an Account, we may charge your Account the amount of such Item, even if the Item is presented more than six months after its date. You will be delivered a periodic Statement to your last known address. You agree that we may deliver or make available your Statement in any form that you can keep. You have a duty to examine any Statement and discover Items containing unauthorized signatures or alterations. If you discover any Item on the Statement that differs from your records, you must promptly notify us. Failure to notify the Credit Union within a reasonable time, not exceeding 30 days after receiving your Statement, will prevent you from recovering on the Item. We will not be liable for Items forged or altered in a manner not detectable by us through reasonable means, including, but not limited to, forgery or alteration resulting from the unauthorized use of a facsimile signature machine. You understand that your original drafts will not be returned to you. You agree that our description of an Item by Item number (where applicable), amount and date paid is sufficient to identify the Item and that our retention of said Items neither alters or waives your responsibility to examine your Statements nor alters the time limits for notifying us of any forgery, alteration, errors or other objection. Upon receiving a written request from you, we may give you a copy of any paid Item charged to your Account. You agree that this constitutes a reasonable manner to make available your paid Items.

Overdraft Protection: Share Draft Accounts may be established with or without overdraft privileges. Although we are under no obligation to pay any Item which exceeds the fully paid and collected share balance in an Account, we may, at our option, treat such Item as a request for an advance (in multiples of \$100.00) from your loan account as may be required by our overdraft protection policy in an amount sufficient to permit us to pay such Item and credit the loan advance to the Account, or we may pay such Item and transfer shares to the Account in the amount of the resulting overdraft from any other Account in which any of you have either an ownership interest or the right to make withdrawals. We have the right to decline payment or to delay payment of any Item drawn against such credits. However, no loan advance will be made if the loan account is delinquent. If an Item is presented for payment and the amount of such Item exceeds the fully paid and collected share balance in an Account, we may assess said Account a fee set by our Board of Directors from time to time for the presentment of such Item, regardless of whether the Item is paid. At the sole option of the Credit Union, we may not honor the request for an advance in multiples of \$100 but may advance less to pay an item.

Courtesy Pay Protection: In order to receive Courtesy Pay Protection, you must meet the following requirements: (i) be 18 years old, (ii) have a share draft and/or checking account with us, (iii) have such share draft or checking account open for 45 days, (iv) have a direct deposit into such account, and (v) be no more than 30 days past due on any loan with us. Members who meet these requirements will automatically be enrolled in Courtesy Pay Protection for ACH, share draft, and recurring debit card transactions. Until you notify us you do not want the Courtesy Pay service for ACH, share draft, and recurring debit card transactions, Courtesy Pay Protection for these transactions will be activated on your account subject to the terms and conditions of this section. If you would like to opt-out of Courtesy Pay Protection after you are enrolled, you may call us at 850-224-4960, write us at P.O. Box 182499 Tallahassee, FL 32318, or come into your local branch.

ATM transactions and one-time or non-recurring debit card transactions will not be covered under Courtesy Pay Protection unless you opt-in by signing the appropriate form. Courtesy Pay Protection overdrafts your share draft/checking account ("Account") to pay checks and other transactions made using your checking account number and automatic bill payments, including "recurring" debit card transactions presented for payment from your Account which would otherwise be rejected and returned unpaid due to insufficient funds or uncollected balance. To pay these items, your Account will be overdrawn (taken into the negative). The maximum permitted negative balance for your Account is \$500.00 for Garnet Level, \$750.00 for Gold Level, or \$1,000.00 for Platinum Level. The Credit Union may reject any transaction which would exceed the maximum negative balance. All negative balance amounts must be immediately paid to the Credit Union upon demand. The Credit Union may immediately terminate Courtesy Pay Protection or close your Account without notice to you if: (i) your Account exceeds the maximum permitted negative balance, (ii) if you are more than 30 days delinquent on any Credit Union loan or fail to maintain an automated direct deposit into your Account, or (iii) if you fail to pay any negative balance amounts upon demand. You shall be liable for any negative balance amounts until all such amounts are paid in full to the Credit Union. Notwithstanding anything else in this document to the contrary, the Credit Union has no duty to pay any overdraft which could otherwise be rejected and returned unpaid due to insufficient funds or uncollected balance and may reject any such overdraft in the Credit Union's sole discretion without notice to you.

We may, but are not required, to provide you with any notice of recent overdrafts on your account. However, if we do provide such notice in our sole discretion, we will generally provide any such notice via e-mail and will not provide such notice via mail or other paper format. If you wish to receive any such notice of recent overdrafts, you must provide us with your e-mail address and must ensure that you continue to provide us with your current e-mail address at all times. Any overdraft notices are provided (or not provided) at our sole discretion and may be initiated or terminated by us at any time in our sole discretion.

Effect of Holds on Your Available Balance, Overdrafts and Fees. Holds on your account, including, but not limited to, holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, holds placed on any deposits to your account, holds placed on any account for delinquent loans or lines of credit, holds based on any pledges of your account and any minimum account balance requirements may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. Any hold placed on your account which reduces

the available balance may cause subsequent transactions to overdraw your account. The Credit Union can decide whether an overdraft occurs based on your available balance or your actual balance as determined by the Credit Union in its sole discretion from time to time. However, you should assume that any item which would overdraw your account based on your then-current available balance or actual balance may create an overdraft. There may be a preauthorization hold on a transaction while there are actual or available funds in your account, but by the time that transaction posts to your account, you no longer have sufficient actual or available funds to cover the transaction. The Credit Union may charge a Courtesy Pay or Non-Sufficient Funds Fee (NSF) when you do not have sufficient actual or available funds either during the preauthorization hold or when the transaction posts to your account, but you will not be charged two fees if you have insufficient funds during both time periods. The Credit Union's use of the actual balance or available balance as described above will affect the Credit Union's determination of an overdraft or potential overdraft for any purpose, including, but not limited to, rejection of attempted items for insufficient funds, transfers pursuant to any overdraft protection plan and coverage under the Courtesy Pay program and any fees or charges related to such overdrafts and transfers.

Representation of Declined Transactions: We reserve the right to charge an NSF Fee each time a transaction is presented if your account does not have sufficient funds to cover the transaction at the time of presentment and we decline the transaction for that reason. This means that a transaction may incur more than one NSF Fee if it is presented more than once. For example, if an ACH or other item is presented for payment and declined due to insufficient funds and then represented for payment and declined again due to insufficient funds, we reserve the right to charge an NSF Fee for both the original presentment and the representation in accordance with our Fee Schedule and other applicable law.

Rights of Offset: We may (without prior notice and when permitted by law) offset the funds in any of your accounts against any due and payable debt you owe us now or in the future. On joint accounts, our right of offset applies to all funds in the account if any owner of an account is in default on a payment obligation to us. We are not subject to agreements between or among joint owners regarding ownership of funds in joint accounts. If we exercise our rights under this provision, you agree that we are not electing a remedy or in any way waiving our rights to take other lawful action to collect any amount you still owe us. If the debt arises from a note, "any due and payable debt" includes the total amount for which we are entitled to demand payment under the terms of the note at the time we offset, including any balance which we properly accelerate under the note.

This right of setoff does not apply to this account if: (a) it is an IRA, Keogh, or other tax-deferred retirement account, (b) the debtor's right of withdrawal only arises in a representative capacity such as a fiduciary account, or (c) it is an irrevocable trust in which you do not have a vested ownership interest. We will not be liable for the dishonor of any pending transaction when the dishonor occurs because we offset a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of offset.

Stop Payments: You may stop payment on Items drawn on your Account. We require that you put your request in writing and deliver it to us. You agree that your request is effective only if you deliver to us the correct Account number, Item amount, and Item number in time (not less than two business days before we receive the Item) for us to act upon your request. A written stop payment order expires after 6 months and can be renewed. Should the Credit Union agree to act upon your oral request or Internet request, the order is effective for only 14 days. If we credit your account after paying an Item over a valid and timely stop payment order, you will assist us in any legal action upon the Item. You agree to hold harmless and indemnify us against all claims, costs, attorney's fees, damages and other expenses or losses which may be incurred by us, our employees or agents on account of your stop payment order and/or request. You do not have the right to stop payment on cashier's checks, certified funds, or any Item issued by the Credit Union.

Funds Availability: This policy disclosure describes your ability to withdraw funds at Florida State University Credit Union. It only applies to the availability of funds in "transaction accounts" subject to Regulation CC. Generally transaction accounts are accounts that do not limit the number or types of withdrawals or transfers that may be made from the account. The credit union reserves the right to delay the availability of funds deposited to accounts not governed by Regulation CC for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy disclosure.

General Policy: Our policy is to make funds from our member's deposits available to them on the same business day that we receive their deposits. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, the member may withdraw the funds in cash and we will use the funds to pay checks that the members have written. For determining the availability of the deposits, every day is a business day, except Saturday, Sunday and federal holidays. We have different deposit cut-off hours for different locations. The earliest cut-off time that might apply is 2:00 p.m. If a member makes a deposit before our cut-off hour on a business day that we are open, we will consider that to be the date of the member's deposit. However, if a member makes a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our cut-off hours are available at the credit union.

Reservation of Right to Hold: In some cases, we will not make all of the funds that members deposit by check available to them on the same business day that we receive the deposit. Depending on the type of check that they deposit, funds may not be available until the second business day after the day of their deposit. However, the first \$225.00 of their deposit will be available to them on the first business day after the day of deposit. If we are not going to make all the funds from the members deposit available the same day, we will notify the member at the time the deposit is made. We will also tell them when the funds will become available. If the 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 the notice to the member by the next business day after we receive the deposit. If the member needs the funds from a deposit right away, they should ask us when the funds will be available.

Holds on Other Funds: If we cash a check for a member that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in the member's account. Those funds will be available at the time funds from the check we cashed would have become available if the member had deposited the check. If we accept for deposit a check that is drawn on another financial institution, we make funds from the deposit available for withdrawal immediately but delay the member's availability to withdraw a corresponding amount of funds that they 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 policy for the type check the member deposited.

Longer Delays May Apply: We may delay the members availability to withdraw funds deposited by check into their account an additional number of days for these reasons:

We believe a check the member deposits will not be paid. The member deposits checks totaling more than \$5525.00 on any one day. The member deposits a check that has been returned unpaid. The member has overdrawn their account repeatedly in the last six months. There is an emergency, such as failure of communications or computer equipment.

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

Special Rules for New Accounts: If there is a new member, the following special rules will apply during the first 30 days their account is open.

Funds from electronic deposits to their account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5525.00 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and local government checks will generally be available to the member no later than the next business day after the day of the deposit if the deposit meets certain conditions. For example, the checks must be made payable to the member depositing the checks.

The excess over the \$5525.00 will generally be available to the member no later than the ninth business day after the day of the deposit. If the member's deposit of these checks (other than US Treasury checks) is not made in person to one of our employees, the first \$5525.00 will not be available until the second business day after the day of the deposit. Funds from all other check deposits will generally be available to the member no later than the ninth business day after the day of their deposit.

Deposits at Nonproprietary ATM's: Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we do not own or operate will generally not be available until the fifth business day after the date of the members deposit. This rule does not apply at ATM's that we own or operate. All ATM's that we own or operate are identified as our machines.

Deposits at Proprietary ATM's: Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we own or operate may be subject to hold which will generally not exceed two business days.

Deposits at Shared Service Facilities: Funds from any deposit (cash or checks) made at a shared service facility may be subject to hold which will generally not exceed two business days.

Funds Transfers: The following terms shall apply to all transfers of funds (as defined by Federal Regulation J and Article 4A of the Uniform Commercial Code as set out in the Florida Statutes to or from any of your accounts with us. To the extent, the terms contained in this Agreement are different than those in any other agreement or terms of accounts; this Agreement shall control and be deemed to modify such other agreements or terms of accounts. If you request a wire transfer be made or if a wire transfer is made to your Account, the Federal Reserve Board's Fedwire may be used. Regulation J governs all Fedwire transfers and therefore, determines the rights and liabilities of the parties of the transfer. All other funds transfers may be transmitted through the Automated Clearing House (ACH) network. All ACH payments are provisional. We may give you credit before we receive final settlement of the funds transfer. If we do not receive payment for the provisional credit granted, we may charge back any provisional credit that we have given to you and the originator of the transaction will not be considered to have paid the amount of the credit to us. In that event, you authorize us to take such sum from any Account in which you have either an ownership interest or the right to withdraw. Notice of a transfer from or receipt of a transfer into your Account will be made by us on your Statement for the affected Account. We are not obligated to provide you with next day notification of transfers to your Account. You may, of course, inquire between Statements regarding transfers. You agree to examine the Statement within 14 days after the Statement is sent and immediately notify us of any discrepancy or error. If you fail to notify us within 14 days after the Statement is sent, you shall discharge and relieve us from any liability, claims, demands or expenses (including attorney's fees) in connection therewith.

All wire transfers will be made according to our security procedure. The security procedure is intended to verify that an order is authorized and detect errors in the transmission or content of the payment order. The security procedures we will use are:

- a. Provide photo identification and your signature in order to authorize the sending of wire transfer orders.
- b. For recurring wire transfer orders, you must come to the Credit Union office to fill out a form identifying where wires should be sent.
- c. For out of town requests, you must go to a receiving financial institution and have an officer of that institution verify your identity by photo identification and, before any funds will be transferred to the receiving financial institution, said officer must send us written confirmation that you provided proper photo identification and a wire transfer request form and agreement containing your signature.
- d. The authenticity of wire transfer orders shall be verified using our established procedures. You may notify us in writing that you do not agree to a security procedure and, in that event, we shall have no obligation to accept any payment order from any of you until the Credit Union and you establish mutually acceptable written alternate security procedures.
- e. A notary stamp if the request is made via facsimile machine (which we may verify).

The security procedures shall also apply to the amendment or cancellation of a payment order. A payment order, verified by the security procedures is effective as your order, whether or not the order is in fact authorized by you. We may give you notice of a change in the security procedures. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the Account until you and we agree in writing to an alternate security procedure. If a beneficiary of a funds transfer is identified by name and an identifying or Account number, payments made to the beneficiary may be made on the basis of that identifying or Account number even if the number identifies a person different than the named beneficiary. We will not be responsible for the amount of a transfer paid by means of a designated identification number or Account number even if it goes to the wrong beneficiary. If a payment order identifies an intermediary or beneficiary's financial institution only by identifying or Account number, we may rely on that number as being the proper identification of the intermediary or beneficiary's financial institution. If a payment order identifies an intermediary party or beneficiary's financial institution by both name and an identifying number and the name and number identify different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identification of the intermediary party or beneficiary's financial institution. You agree to indemnify us for any loss or expense that results from our reliance on an incorrect identifying or Account number. We are authorized to take the amount of such loss or expense from any Account in which you have an ownership interest or the right to withdraw. Any rate of interest which we may be obliged to pay as a penalty under Regulation J or Article 4A shall be equal to the dividend rate paid on the Account from which the funds transfer should have occurred or to which the proceeds of the fund transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this amount. You agree that under no circumstances will we be liable for any indirect, incidental, consequential, remote or special losses or damages, including attorney's fees and costs. We may establish or change the cut-off time for the receipt and processing of funds transfer requests, amendments or cancellations. Unless you are notified of other times or other times are posted for the various types of wire transfers, the cut-off time will be at 1:00 p.m. on each weekday that we are open and which is not a holiday. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the next following business day we are open and processed accordingly. Additionally, the cut-off time may be extended without notice to you if an intermediary or beneficiary institution is closed. The transfer time for international payment order requests can be a minimum of 10 days. We are under no obligation to accept a cancellation or amendment to the funds transfer order received by you but may do so at our option. We may, at our option, choose not to carry out your funds transfer order, including cancellation or amendment of an order, that is not in accordance with the terms of this Agreement, or if the transfer is prohibited by a court order, garnishment, tax levy or the like, or we reasonably believe such transfer would result in a loss to us. We are not obligated to give you notice of such action but notice may be given in your next Statement or as otherwise required by law. Requests for funds transfers must be made in accordance with the rules and procedures, which we have in place at the time of the request. At the time of a funds transfer order, we may charge you a fee for the transfer or other related services according to our fee schedule. We may cancel or modify this Agreement at any time without prior notice to you. This Agreement may not be modified without prior written approval from us. No representation or statement made by any employee of ours shall be binding upon us unless it is made in writing and signed by our authorized officer.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires *all* financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Business Accounts: Upon establishing any business account relationship with the credit union, the business entity agrees that it does not engage in any unlawful internet gambling activity. The business entity agrees further that it does not allow unlawful internet gambling transactions during the course of its business transactions. Any internet gambling activity through a business account will require the business to provide to the credit union proof of the business entity's legality and licensing or certification through appropriate authority to show that the Internet gambling business is lawful. Any commercial account membership that has a change in its business to include internet gambling, agrees to provide this proof. **The credit union does not allow unlawful Internet gambling transactions.**

Electronic Records Consent Agreement: By selecting this service you agree to be bound by the terms and conditions of this Agreement. Florida State University Credit Union ("Credit Union" or "we") may modify this Agreement from time to time in its sole discretion, and such modifications shall be effective immediately upon delivery to you in either electronic or paper format.

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You understand that electronic records may include information about your account, including, but not limited to, your name, address, account numbers, check numbers and balance information. We may provide you any or all electronic records at the e-mail address provided to us by you or we may post any or all electronic records at our website www.fsucu.org. If we post electronic records on our website, we will send a message to your e-mail address alerting you of the posting of such records and disclosing the affected account(s). If we post electronic records on our website, the electronic records will remain available for at least ninety (90) days. We reserve the right to send any or all records to you in paper form to your current postal mailing address in our file.

You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. You may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records, write us at: PO BOX 182499, Tallahassee, FL 32318. A fee to cancel this service or to request paper copies of these electronic records may be imposed as set forth in your Fee Schedule.

RESOLUTION OF DISPUTES BY ARBITRATION - THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes - Either you or we may elect, without the other's consent, to require that any dispute between us concerning your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

No Class Action or Joinder of Parties - YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Covered by Arbitration - YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your Accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

Disputes Excluded from Arbitration - Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision.

Commencing an Arbitration - The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at: P.O. Box 182499, Tallahassee, FL 32318.

If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
www.adr.org

JAMS
1-800-352-5267 (toll-free)
www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

Administration of Arbitration - The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to You or Us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we

may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs - The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs (including attorneys' fees) and expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved - Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Arbitration Award - The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law - You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of Florida shall apply.

Severability, Survival - These arbitration provisions shall survive (a) termination or changes to your Accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remainder of this Arbitration provision shall remain in force. No portion of this Arbitration provision may be amended, severed, or waived absent a written agreement between you and us.

Applicability - The provisions of this Arbitration provision shall not be applicable or enforceable against you in connection with any consumer credit transaction if (i) at the time of the attempted enforcement of this provision, you are a "covered borrower" within the meaning of the Military Lending Act, 10 U.S.C. 987, or (ii) you are a "covered borrower", as so defined, at the time of your agreement to these Terms and Conditions of Your Account.

YOU MAY CHOOSE TO REJECT THIS MANDATORY ARBITRATION OF DISPUTES PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

1. If you agree to be bound by this Resolution of Disputes by Arbitration provision, then no action is needed on your part. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

2. If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice via mail at P.O. Box 182499, Tallahassee, FL 32318 or e-mail at collections@fsucu.org. that you reject the Resolution of Disputes by Arbitration provision within 30 days of account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:

Your name, as listed on your account, the last four digits of your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision.

EXCLUSION OF WARRANTIES. CREDIT UNION IS PROVIDING ELECTRONIC RECORDS "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. CREDIT UNION DOES NOT WARRANT THAT ELECTRONIC RECORDS ARE ERROR-FREE, OR THAT ACCESS TO AND USE OF ELECTRONIC RECORDS WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL CREDIT UNION BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF ELECTRONIC RECORDS, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF CREDIT UNION HAS BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON CREDIT UNION, CREDIT UNION'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR ELECTRONIC RECORDS. THE FOREGOING SHALL CONSTITUTE CREDIT UNION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

You may not assign this Agreement to any other party. Credit Union may assign this Agreement in its sole discretion without your consent. Credit Union may also, in its sole discretion and without your consent, assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

This Agreement is governed and shall be construed in accordance with the laws of the State of Florida, excluding its choice of law rules. In the event legal action is necessary to enforce this Agreement, the prevailing party has the right to payment by the other party of reasonable attorney's fees and costs, including any appeal and post-judgment actions, as applicable. Except as prohibited by applicable law, you and Credit Union agree that such legal action shall be filed and heard in Leon County, Florida. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Leon County, Florida. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

Equipment and Software Requirements: To receive electronic records, you need a computer with an active internet/email account and internet access; in addition, you may also need a PDF viewer to view certain documents or disclosures. By requesting any electronic funds transfers, internet banking, other electronic records,

services or transactions, by submitting any application or agreement to us electronically or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide to you.

"E-mail" Communication: You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication. We may respond to an email communication provided by you to either the address provided with the communication or the e-mail address set forth below.

Any e-mail returned to us as undelivered may be re-sent to you at any other e-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

You specifically consent and agree that in order to service your account or collect any amounts owed to us, we may contact you via e-mail at any e-mail address associated with your account.

Electronic Fund Transfers: The following terms and conditions will govern all electronic fund transfers initiated by you or anyone else you have given access to your Accounts, whether by telephone, automated teller machine, ACH network or any other electronic means. You agree to be responsible for all unauthorized Electronic Funds Transfers made from your Account(s) subject to limitations contained in applicable regulations and Federal law. Those limitations on your liability for unauthorized transfers are summarized in the Electronic Fund Transfers Disclosure Statement. You agree that any ATM Card issued to you remain our property and may not be transferred or assigned to anyone. Upon our request, you agree to return your ATM Card(s) to us. We may terminate access to electronic fund transfers or cancel your access devices at any time. Upon such termination, we shall give you notice of termination. The devices may not be used after we cancel them or after they have expired. If we do cancel, you agree to send back your Card(s) to **Florida State University Credit Union**, P.O. Box 182499, Tallahassee, FL 32318, and give written notice to us. Access to electronic fund transfers may be terminated by you by giving us written notice and returning the Card(s) to us. Termination of the access shall not affect the liability you incurred prior to termination. You must keep your applicable Account(s) open in order for your access to electronic fund transfers to remain valid. You agree to pay the charges shown on any applicable Fee Schedule and any future charges that may be approved by our Board of Directors for the use of electronic fund transfers. You authorize us to take any such fees from any Account in which you have an ownership interest or the right to withdraw funds. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). We believe that the various means of access to electronic fund transfers will prove to be reliable. However, certain means may not operate properly at all times. We, therefore, may not promise that our systems will always be available for your use. You promise not to attempt to make a transfer when a system tells you or other circumstances give you a reason to believe that the system is closed or is not operating properly due to a technical malfunction or is otherwise unable to make the transfer you desire. You agree that if we notice that your Account(s) are being used more frequently than usual, or are having larger amounts withdrawn than are usually withdrawn, we may try to contact you to verify that the access to the electronic fund transfers has not fallen into the hands of an unauthorized user. If we do not reach you, we may, in order to attempt avoidance against possible losses, choose to invalidate your access device the next time it is used. If we do, in fact, invalidate the access device, it may be revalidated. Contact us for the particulars involved in revalidating the device. However, you understand that we have no obligation to keep up with how the Account is usually used or to notify you if we notice unusual activity. To initiate transactions via an ATM Card or telephone response system, you must have a personal identification number (PIN). You agree not to tell the PIN to anyone, not to write the PIN on your Card or do anything else that would cause the Card or PIN to fall into the wrong hands. You agree also to tell us at once if you believe the Card or PIN has been stolen or lost. The fastest way to notify us is by calling (850) 224-4960 or toll free 1-877-463-7828. You agree that we are not responsible for providing security guards or other security measures at various ATM terminals. If you make a transfer, deposit or payment at a terminal, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that we find in the envelope used to make the transaction. You agree that each transaction completed during normal Credit Union business hours will be posted immediately to your Account; transactions received after our normal business hours will be posted our next regular business day. You further agree that credit to Accounts for non-cash Items will be conditional until we collect the Item. If we cannot collect the amount of a non-cash Item, that amount will be deducted from your Account. You agree that the electronic fund transfer system shall be used only for the type of transfers and to have access only to the Accounts that we in advance have approved. If through some error you are permitted to withdraw funds from an Account that you should not be allowed to use, we may charge the amount involved to an Account for which you can use our electronic fund transfer system. Except as changed by this Agreement, electronic fund transfers made by use of the Card and PIN are subject to the rules and regulations contained in your account agreements, Signature Cards and other rules and regulations for your Accounts and those rules and regulations are made a part of this Agreement. If we are forced to institute suit against you as a result of a breach by you in this Agreement or as a result of an overdraft, you agree to pay reasonable attorneys' fees plus other costs if the amount of the debt exceeds \$300.00. In addition to the terms and conditions listed above, you agree that the accompanying Electronic Fund Transfers Disclosure Statement shall cover electronic fund transfers made by you. This Agreement and all transactions under this Agreement are governed by Florida law and applicable Federal law.

Electronic Fund Transfers Disclosure Statement:

YOUR ACCESS DEVICE AND ELECTRONIC FUND TRANSFERS: YOU CANNOT TRANSFER MONEY INTO OR OUT OF YOUR ACCOUNT UNTIL WE HAVE VALIDATED YOUR USE OF OUR ELECTRONIC FUND TRANSFER SYSTEM. To validate your ATM card or to access to our audio and digital response systems Call 24 and/or Personal Branch Remote Access Service (Personal Branch), you need to visit our office and obtain your personal identification number (PIN). When we issue you a PIN, the system will accept the use of your access devices.

ACCOUNT ACCESS: The following types of transactions may be made with your Accounts:

- Pre-authorized deposits made directly from other persons into your Account(s)
- Pre-authorized charges paid to other persons from your Account(s)
- Deposits, transfers, withdrawals, and loan advances

Your ATM card may be used at any ATM location providing access to the CU 24, Honor, Presto and Cirrus ATM networks. Additional networks may be added at some later date. You will be notified of any additions by us. When used with your PIN, the ATM card will allow you to initiate any of the following transactions, provided the Accounts have been authorized for use. You may make:

- Deposits to Shares
- Deposits to Share Draft
- Cash Withdrawals from Shares
- Cash Withdrawals from Share Draft
- Transfers from Share to Share Draft
- Transfers from Share Draft to Share
- Obtain information about your Share and Share Draft Account Balances

Provided your Account(s) have been authorized for use, or your PIN may be used with any TouchTone® telephone to access Call 24 and/or Personal Branch to initiate any of the following transactions:

- Transfers from Account suffixes: 0,1,2,3,4,5,6,7,8 to Account suffixes: 1,2,3,4,5,6,7,8,9.
- Make advances on an approved line of credit for transfer to Account suffixes: 0,1,2,3,4,5,6,7,8,9.
- Transfer funds from Account suffixes: 0,5,7,8 to make periodic loan payments to us or to reduce a loan balance with us.
- Obtain balance inquiries on Account suffixes 0,1,2,3,4,5,6,7,8,9 and loans with us.
- Obtain transaction history from Account suffixes: 0,1,2,3,4,5,6,7,8,9 and on loans with us. On Personal Branch, you may also download these histories to your own computer with compatible software.
- Make withdrawals from Account suffixes 0,5,7,8 via check payable to the Primary Account owner and mailed to your last known address.
- Change you PIN.

If you apply for Personal BillPayer, you may use your PIN with Personal Branch or Web Personal Branch to allow you to initiate any of the following transactions, provided the accounts have been authorized for use. You may:

- Request that bills be paid from Account suffix 8. Subject to our approval, you may make written request to pay bills from an Account suffix other than 8.
- Inquire about the status of bills to be paid and the status of bills already paid.

LIMITATION ON FREQUENCY OF TRANSFERS: For security reasons, there are limits on the number of transfers you can make using our systems. Use of our systems will be restricted if you are in default in the payment of any loan account with us. **LIMITATION ON DOLLAR AMOUNTS OF TRANSFERS:** For security reasons, there are limits on the dollar amount of transfers you can make using our systems. **BUSINESS DAYS:** Our business days are Monday through Friday. Holidays are not included. Of course, the systems are open at times other than the business days of our credit union. **SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS: In General:** Tell us AT ONCE if you believe your card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit and open end credit). If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your card or PIN without your permission. If you believe your card or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your Statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the Statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

ELECTRONIC CHECK OR DRAFT TRANSACTIONS: Your check or draft can result in electronic fund transfers. When paying for goods or services, you may authorize a merchant to convert your check or draft into an electronic fund transfer. You may also authorize a merchant to electronically collect a fee for the return of a check or draft for insufficient funds. The merchant is required to provide you notice of each of the above transactions. Each of the above transactions will be considered an electronic fund transfer.

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

Reporting Location: If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call (850) 224-4960 or 1-877-463-7828 or write to us at Florida State University Credit Union, Post Office 182499, Tallahassee, Florida 32318.

SERVICE CHARGES: A list of the fees and charges, which are applicable to your electronic fund transfers is disclosed on the accompanying Fee Schedule. In addition, each account affected by the transaction use will be subject to the regular service charge imposed for that specified account as set forth in the Fee Schedule.

SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS: You can get a receipt at the time you make any transfer to or from your Account using one of the ATM terminals. If you have arranged to have direct deposits made to your account at least once every sixty days from the same person or company, you can call us at (850) 224-4960 or (850) 681-1066 to find out whether or not the deposit has been made. You will get a monthly Statement (unless there are no transfers in a particular month). In any case you will get a Statement at least quarterly.

SUMMARY OF YOUR RIGHT TO STOP PAYMENTS: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call us at (850) 224-4960, or write us at Florida State University Credit Union, P.O. Box 182499, Tallahassee, FL 32318 in time for us to receive your request two days or more before the payment is scheduled to be made. If you call, we may also require that you put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give. If these regular payments may vary in amount, the person you are going to pay will tell you ten days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set). If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

SUMMARY OF CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not complete a transfer to or from your Account on time or in correct amount according to our agreement with you, we will be liable for your losses for damages as required by Federal law. However, there are some exceptions. We will not be liable for, for instance: If through no fault of ours, you do not have enough money in your Account to make the transfer; If the transfer would go over the credit limit on a loan; If the ATM terminal where you are making the transfer does not have enough cash;

If the ATM terminal or system or other audio/digital system was not working properly, and you knew about the breakdown when you started the transfer; If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; If the funds in your Account are subject to a court order or other restriction preventing the transfer; and There may be other exceptions stated in our agreement with you.

CIRCUMSTANCES UNDER WHICH WE WILL DISCLOSE ACCOUNT INFORMATION TO THIRD PARTIES: We will disclose information to third parties about your Account or transfers you made: When it is necessary to complete the transfers; In order to verify the existence and conditions of your Account for a third party such as a credit bureau or merchant; In order to comply with a government agency or court orders; or If you give us written permission.

SUMMARY OF OUR ERROR RESOLUTION PROCEDURE IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: In Case Of Errors Or Questions About Your Electronic Transfers, telephone us at (850) 224-4960 or write us at Florida State University Credit Union, P.O. Box 182499, Tallahassee, FL 32318, as soon as you can, if you think your Statement or receipt is wrong or if you need more information about a transfer listed on the Statement or receipt. We must hear from you no later than 60 days after we sent you the first Statement on which the problem or error appeared. Your inquiry must include:

Your name and Account number; Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; The dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten business days. We will tell you the results of our investigation within 10 business days (5 business days for VISA® Check Card point-of-sale transactions and 20 business days if the transaction involved an account open within 30 days) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction, a foreign initiated transfer, or the transaction involved an account opened within 30 days) to investigate your complaint or question. If we decide to do this, we will recredit your Account within 10 business days (5 business days for unauthorized VISA® Check Card transactions and 20 business days if the transaction involved an account opened within 30 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. If we ask you to put your complaint or question in writing and we do not receive it within ten days, we may not recredit your Account. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

ATM Usage Safety Precautions:

REMEMBER THERE IS SAFETY IN NUMBERS. WHENEVER POSSIBLE, HAVE ANOTHER PERSON ACCOMPANY YOU WHEN TRANSACTING BUSINESS ON AN AUTOMATED TELLER MACHINE.

1. **OBSERVE THE SURROUNDINGS:** Before approaching any automated teller machine (ATM), be alert for any suspicious persons or circumstances. Should you observe suspicious persons or circumstances, or otherwise feel uneasy or uncomfortable with your surroundings, leave the area immediately - do not use the ATM. Come back at a later or more appropriate time or use an ATM at another location. Report any suspicious persons to law enforcement authorities.
2. **BE READY TO TRANSACT BUSINESS:** Before approaching any ATM machine, have your access card and any other paperwork necessary for your particular transaction ready and in your hand. Having to retrieve these items from a purse or wallet is time consuming and allows a potential thief easier access to your valuables. By being ready to transact business before approaching the ATM, your transaction becomes quicker and safer.
3. **BE COURTEOUS TO OTHER USERS:** When approaching an ATM that is in current use, do not stand directly behind the person actually using the machine. An adequate distance will allow the person currently using the machine to conduct their transaction securely, privately and confidentially.
4. **REMAIN OBSERVANT WHILE USING THE ATM:** While transacting business at the ATM, continue to observe your surroundings. Be careful not to disclose or otherwise reveal your Personal Identification Number (PIN) to others while using the ATM. Never begin a transaction when strangers have a clear view of the ATM keyboard. Use your body to shield the ATM keyboard as you access the machine. This will allow you to access the machine without disclosing or revealing your PIN. You should check your surroundings every few seconds while actually using the ATM. Should you observe any suspicious persons or circumstances, terminate your transaction immediately, leave the area and conduct law enforcement authorities.
5. **LEAVE QUICKLY:** Upon completing your transaction, retrieve your card and receipt, and immediately leave the ATM area. Do not count or otherwise visually expose any money received from the ATM. Continue to observe your surroundings for any suspicious persons or circumstances such as anyone following or approaching you. Always maintain a safe distance between you and any stranger. If you believe that you are being followed, you should go to the nearest place where there are people and contact law enforcement authorities.

THE ABOVE DISCLOSURE IS REQUIRED TO BE GIVEN PURSUANT TO FLORIDA STATUTES SECTION 655.963. IT IS NOT INTENDED TO CREATE ANY RIGHTS OR DUTIES AS BETWEEN THE PARTIES. THE GUIDELINES CONTAINED HEREIN ARE NOT ALL INCLUSIVE. USERS OF ATMs SHOULD UTILIZE SUCH OTHER PRECAUTIONS AS MAY BE APPROPRIATE UNDER THE CIRCUMSTANCES. THE CREDIT UNION EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY THAT RELATES TO THE USE OF AUTOMATED TELLER MACHINES OWNED OR CONTROLLED BY THE CREDIT UNION EXCEPT AS PROVIDED BY STATUTE.

Financial Privacy Policy Statement

The FSU Credit Union has a long-standing trust history of protecting member information. We recognize conflicting values of instant access vs. the risk of loss of privacy. In the diverse market of financial products & services, the credit union has key strategic relationships with third parties that are important to be competitive and to deliver your services. The FSUCU is committed to providing you with financial products & services to meet your needs & to help you reach your financial goals, while being committed to protecting the privacy of its members.

The FSUCU restricts access to nonpublic personal information about you to those credit union employees who need to know that information in order to provide products or services to you. We maintain physical, electronic & procedural safeguards that comply with federal regulations to guard your personal information.

Our credit union will only share information when absolutely necessary to administer products or services that we provide, or when required to do so by government, or when we partner with other businesses to offer a broader array of products & services. Then we will only partner with those types of businesses that follow stringent confidentiality requirements. We will not authorize those firms to charge your account without your specific consent, & we will not sell member information to telemarketing firms.

- You may link through our website to other sites. We hope these organizations share our respect for your privacy, however the FSUCU is not responsible for the content or privacy practices of these other web sites.
- If you provide personal identifying information via email (such as name, address, etc.), the information will only be used to communicate with you in order to handle your request.
- We collect information from applications that you submit, & other forms, as well as information about your transactions with us & others, information from consumer reporting agencies, & information we obtain when we verify information you have provided to us on certain applications & forms. We may disclose information we collect to financial companies, such as insurance companies, mortgage services companies and non-financial companies such as consumer reporting agencies, and to companies that perform marketing & other services on our behalf, & as required by law. These disclosures would generally include information for processing transactions on your behalf, conducting credit union operations, in order to carry out your instructions as authorized by you, or to protect the security of our financial records.

* Closed account information is not shared except as required or permitted by law.

Should you have questions, please contact us at 1-877-463-7828. You can help us protect your privacy by:

Guarding your account numbers, PIN's, card numbers, checks, passwords & documents you may receive from us from time to time
Using caution when giving your account number, social security number, card number or cards, etc. to others

- Keep your information current with us. It is your responsibility to provide current information to us on how we may reach you in the event of fraudulent activity detection.

At FSUCU we are committed to protecting your privacy.

We may report information about your account(s) to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.