

# IMPORTANT ACCOUNT INFORMATION FOR OUR MEMBERS

Terms and Conditions

Electronic Transfers

Funds Availability

Substitute Checks



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## Terms and Conditions of Your Account

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### Agreement

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

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

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words *we*, *our*, and *us* mean the Credit Union and the words *you* and *your* mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms *you* and *your* should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. *Party* means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

### Bylaws

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

### Liability

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

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

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

## Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn on us). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our daily cutoff time on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

## Withdrawals

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a substitute check, as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to

consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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

## Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance** - We use the available balance method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your available balance may not be the same as your account's actual balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money available in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any holds placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled *A temporary debit authorization hold affects your account balance*.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as a line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be

authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the [Payment order of items](#) subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process Debit Card transactions (signature based, Point of Sale (POS), Automated Teller Machine (ATM) and fees) and Automated Clearing House (ACH transactions including bill pay) first, processed online as items are presented throughout the day on the day they are processed. We process share drafts or checks second, in the order they are received on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

## Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

**Multiple-Party Account - Tenancy by the Entireties** - The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

**RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to the surviving party or parties.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

## Multiple-Party Accounts

We reserve the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple-party account. If we receive written notice of a dispute between account owners or receive inconsistent instruction from them, we may: (1) suspend or terminate the account; (2) require an account owner to obtain a court order in order to take any action on a transaction; or (3) require that all account owners agree in writing to any transaction concerning the account. If any item deposited in a multiple-party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple-party account owners is jointly and severally liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any or all funds in the multiple-party account regardless of who contributed the funds to the account.

## Stop Payments

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on an item.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

## Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account are described elsewhere.



## Transfer Limitations

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

## Sub Account Transfers

Our Share Draft Checking Accounts, Savings Accounts and Money Market Deposit Accounts consist of a checking sub account and a savings sub account. The Credit Union may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your existing account earns dividends, the savings sub account will also earn dividends at the same rate. Otherwise, the savings sub account will not earn dividends.

## Amendments and Termination

We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Only a joint tenant that is a member can close an account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

## Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

## Statements

**Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

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

## Account Transfer

This account may not be transferred or assigned without our prior written consent.

## Direct Deposits

If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government or other entity for any reason, you authorize us to deduct the amount of our liability to the Federal Government or other entity from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

## Temporary Account Agreement

If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

## Right to Repayment of Indebtedness

You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a statutory lien. A lien on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A statutory lien is one created by federal or state

statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if it is an Individual Retirement Account or similar tax-deferred account. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. All accounts are nonassignable and nontransferable to third parties. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

## **Restrictive Legends or Indorsements**

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are **must be presented within 90 days** or **not valid for more than \$1,000.00**. The payee's signature accompanied by the words **for deposit only** is an example of a restrictive indorsement.

## **Nonsufficient Funds (NSF) and Overdrafts (OD)**

If at any time, the available funds in your account are not sufficient to cover items (check, ACH, debit card, ATM, website transaction, audio response transaction, our fees or charges, or other electronic transactions or withdrawals of any type) presented for payment on your account, those checks and items will be handled in accordance with our overdraft procedures. Your account will then be subject to a charge for the item whether paid or returned as set forth in our fee schedule. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check or draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately (within 24 hours of notification or less). We reserve the right to pursue collection of previously dishonored items at any time and charge for services rendered to collect by us or third parties.

If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from a share account or another deposit account or a loan account, as you have directed, unless the account has transfer limitations. If limitations exist, no more than 6 transfers may be permitted in any calendar month from such deposit accounts. Once the transfer total for the month has reached 6, any insufficient funds items will be handled in accordance with our regular overdraft procedures. The fee for these overdraft transfers and excessive transfers, if any, is set forth in our fee schedule. While there is a charge for automatically moving money from a deposit or share account or an overdraft line of credit, there is no charge if you move money yourself to cover an overdraft either in person, via Call 24 (bank-by-phone service), or thru the internet.

Whether or not we pay or return an item of any type overdrawing your account we may after a period of time impose a fee on the account for every day the account is overdrawn other than the day the item(s) is (are) presented for payment; the fee charged, the day fee per account if any, is set forth in our fee schedule.

## **Right to Pay or Return**

If an item (check, ACH, debit card, ATM, Website transaction, audio response transaction, our fees or charges, or other electronic transactions or withdrawals of any type) is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient funds (NSF). If you wish to exercise this option/preference that we not pay such items, you must contact us by calling us at (954) 745-2400, outside Broward County at 800-230-0200 or writing us at P.O. Box 14548, Ft. Lauderdale, FL 33302-4548, Attention: Member Services, and informing us that you do not want us to pay any items

presented without sufficient funds. If you do not notify us, we retain the right, in our discretion, to pay or not pay any item presented without sufficient funds. The amounts of the overdraft and NSF fees are disclosed in our fee schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

## **Debit Card and ATM Overdraft Consent**

If a one-time debit card or ATM transaction is presented without sufficient available funds in your account to cover the transaction, we will not pay the transaction unless you authorize us to do so. If you do authorize us, then we will pay the one-time debit card and ATM transaction presented without sufficient available funds in your account, which will create an overdraft and you will be charged a fee. If you do not authorize us, we will decline all one-time debit card and ATM transactions that are presented without sufficient available funds in your account. You may reinstate or revoke your authorization to have us pay one-time debit card and ATM transactions at any time by calling us at (954) 745-2400; outside Broward County at (800) 230-0200 or write to us at P.O. Box 14548, Ft. Lauderdale, FL 33302-4548, Attention: Member Services, and informing us of your decision. Your decision does not guarantee that we will always pay your ATM and debit card transactions when there are insufficient available funds in your account to cover the transaction. We retain the right to pay or not pay any items at our discretion when there is not enough money in your account to cover the transaction according to our standard overdraft practices.

## **Dispute Resolution**

All disputes, claims or controversies that arise between Member and the Credit Union relating to the Account, the Agreement or the relationships which result from the Agreement shall first be negotiated between the parties at the Credit Union at a mutually agreeable time. If it cannot be resolved by negotiation, it shall be submitted to mediation. Mediation shall be conducted at the nearest office of the mediation organization mutually agreed upon by Member and Credit Union and located in Broward County. The Member can participate via telephone conference if they reside outside of Broward County. The parties shall split any mediation costs equally. In the event mediation does not resolve the dispute or claim, it shall be resolved by binding arbitration by one arbitrator selected by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Regardless of the outcome of the proceeding, the parties to the arbitration shall bear their own attorney fees and expenses. Any fees and expenses not attributable to one party shall be split equally by all parties. Judgement upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through arbitration, except as provided herein. This provision shall survive the termination of this Agreement or the relationship between the Member and Credit Union.

Notwithstanding the above, this Dispute Resolution Clause does not apply to any mortgage loan. Furthermore, no provision of this clause, nor the exercise of any right under this agreement, shall waive the arbitration requirement or limit the right of us to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration, (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this agreement upon the breach of any term or condition herein; or, (5) to proceed with collection through all other legal methods, including, but not limited to, proceeding in court to obtain judgement.

## **Pledges**

Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

## Check Processing

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

## Check Cashing

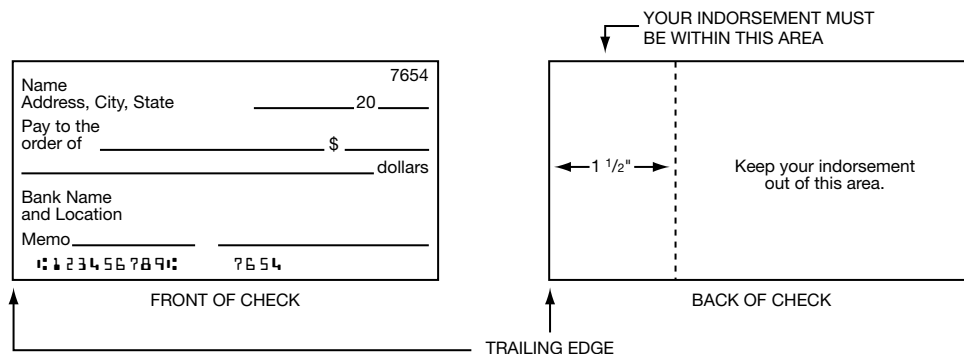
We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

## Indorsements

We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1½" of the trailing edge of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the trailing edge is the left edge. When you flip the check over, be sure to keep all indorsement information within 1½" of that edge.



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

These indorsement guidelines apply to both personal and business checks.

## Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a)

we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

## **Fiduciary Accounts**

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

## **Credit Verification**

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

## **Legal Actions Affecting Your Account**

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed legal action in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

## **Account Security**

**Duty to protect account information and methods of access** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

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

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or

commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

## **Telephonic Instructions**

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

## **Monitoring and Recording Telephone Calls and Consent to Receive Communications**

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

Your consent is limited to your account, and as authorized by applicable law and regulations.

Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

## **Claim of Loss**

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

## **Early Withdrawal Penalties (and involuntary withdrawals)**

We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We

may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

## **Address or Name Changes**

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

## **Resolving Account Disputes**

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

## **Waiver of Notices**

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

## **ACH and Wire Transfers**

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

## **International ACH Transaction Notice**

The Automated Clearing House ( ACH ) formats for International transactions pursuant to regulatory compliance guidelines established by the Office of Foreign Assets Control ( OFAC ) and the U.S. Department of Treasury s Financial Crimes Enforcement Network ( FinCEN ). Violations of the OFAC regulations and the FinCEN regulations may result in both criminal and civil penalties which vary by sanction programs.

The Credit Union is not a Gateway Originating financial institution and therefore, does not originate International ACH Transactions ( IAT ). All outbound ACH transactions are limited to domestic transactions, and all incoming IATs are subject to the OFAC regulations.

As a result of the implementation of these regulatory requirements, if you are the recipient of an ACH transaction from outside of the United States the following delays may occur: (1) International ACH transactions may be delayed in accordance with



NACHA and OFAC regulations in instances where an IAT originator is a match or possible match on the OFAC lists; (2) Processing, settlement and/or availability of these transactions may be temporarily suspended if enhanced scrutiny or verification is determined necessary.

## **Facsimile Signatures**

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

## **Power of Attorney**

You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not durable, it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

## **Legal Process Against Account**

If we are served with any court order or similar process, or if we are required to suspend payment by any law or regulation including, but not limited to those issued by the Office of Foreign Assets Control (OFAC) or the Financial Crimes Enforcement Network (FinCEN), we may suspend payment or comply with the terms of the order or similar process on any account that we believe to be affected by the order. Payment will be suspended until final resolution of such court order or similar process or the applicable law or regulation authorizes resumption of payments, even though such suspension or compliance may be due to inadvertence or error due to similarity of names of members or other mistakes. If your account is attached, garnished or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums we may be required to pay because of such attachment, garnishment or other levy, even if paying the money from your account leaves insufficient funds to pay a check you have written. If we incur expenses including, without limitation, reasonable attorney's fees in responding to a court order or similar process that is not otherwise reimbursed, we may charge such expenses to your account without prior notice to you. Any attachment, garnishment or other levy against your account is subject to our right of offset and security interest.

## **Inactive/Dormant or Abandoned Accounts**

With the exception of Time Deposits and Retirement Accounts, an account is deemed to be inactive during that period of time in which you have not made any in person deposits or withdrawals. Electronic (ACH) deposits or debits do not qualify as deposits or withdrawals made by you. The account will be classified as dormant when the account has been inactive and we have had no contact with you for one year (12 months). When your account remains dormant and we have had no contact with you for five (5) years and your account statement has been returned by the post office as undeliverable for any reason, the funds remaining on deposit will be transferred to the State of Florida as abandoned property.

Please note that any fees associated with an inactive/dormant account are not refundable, per Florida State Statute. Refer to our separate fee schedule for the fee associated with an inactive/dormant account.

## **NCUA Insurance**

Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different ownership. An individual account is one unique form of ownership; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at [www.ncua.gov](http://www.ncua.gov) and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

## **Electronic Storage of Documents and Electronic Signatures**

You agree that it is unnecessary for us to retain the original of any document. You agree that the electronic stored image of any document is the original of that document, and that any document provided to you to take with you is a copy of that document. You agree that no pen-on-paper signature is necessary to authenticate your agreement with any document which is retained by us, but that we may rely upon an electronic version of your signature. You agree that we may rely upon an electronic device upon which you inscribe your signature or by the use of a Personal Identification Number ( PIN ) which may be recorded or stored with or upon electronically stored images of any document relevant to this agreement and/or services provided thereunder.

## **Unlawful Internet Gambling Notice**

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

## **Night Depository Agreement**

The Credit Union will check the contents received in the night depository and credit the Depositor's account for the amount found. The accounting of the contents of the envelope by the Credit Union shall be conclusive as to the amount to be credited to the Depositor's account. The Credit Union and its agents shall not be responsible or liable for any loss or damage to the envelope's contents.

## Electronic Fund Transfers Your Rights and Responsibilities

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

### Types of Electronic Fund Transfers

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

**Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

**Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).

**Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.

**Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Telephone Transfers - types of transfers -** You may access your account by telephone 24 hours at (954) 745-2424 using your personal identification number and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- transfer funds from checking to loans
- transfer funds from savings to loans
- get information about:
  - the account balance of checking accounts
  - the account balance of savings accounts
  - loan balances/payments

**ATM Transfers - types of transfers, dollar limitations, and charges -** Generally, you may access your account(s) by ATM using your VISA Debit Card, to:

- make deposits to checking account(s)
- make deposits to savings account(s)
- get cash withdrawals from checking account(s)
  - you may withdraw no more than \$500.00 per 24 hour period
  - there is a charge per withdrawal at ATMs we do not own or operate

get cash withdrawals from savings account(s)

- you may withdraw no more than \$500.00 per 24 hour period
- there is a charge per withdrawal at ATMs we do not own or operate

transfer funds from savings to checking account(s)

- there is a charge per transfer at ATMs we do not own or operate

transfer funds from checking to savings account(s)

- there is a charge per transfer at ATMs we do not own or operate

get information about:

- the account balance of your checking account(s)  
there is a charge per inquiry at ATMs we do not own or operate
- the account balance of your savings account(s)  
there is a charge per inquiry at ATMs we do not own or operate
- withdraw from line of credit at ATMs we own or operate

See our fee schedule for applicable charges associated with these transactions.

Some of these services may not be available at all terminals or with all account types offered.

**Types of VISA Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. You may obtain funds from your share account if you do not have an active checking account.

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

Generally, you may not exceed \$1,500.00 in transactions per 24 hour period

**Currency Conversion and International Transactions.** See our current VISA Card Agreement/Disclosure for important information regarding how merchants settle transactions in currency other than US dollars and fees associated with all international transactions processed regardless of whether there is a currency conversion. An international transaction is a transaction where the country of the merchant is outside the United States.

**Online Banking Computer Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.wefloridafinancial.com](http://www.wefloridafinancial.com) and using your personal identification number, user identification, and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties such as Bill Payment
- see fee schedule for fees and charges
- make payments from savings to loan account(s) with us
- get information about:
- the account balance of checking account(s)
- the account balance of savings account(s)

## Fees

We do not charge for direct deposits to any type of account.

We do not charge for preauthorized payments from any type of account.

Generally, we do not charge for electronic fund transfers.

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

## Documentation

**Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (954) 745-2424 to find out whether or not the deposit has been made.

### Periodic statements.

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## Preauthorized Payments

**Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

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

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

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

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## Financial Institution's Liability

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

## Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

## Unauthorized Transfers

### (a) Consumer liability.

*Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit and your overdraft commitment). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

*Additional Limit on Liability for VISA Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

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

**(c) Authority.** If a consumer furnishes an access device and grants authority to make transfers to a person (such as a family member or co-worker) who exceeds the authority given, the consumer is fully liable for the transfers unless the consumer has notified the financial institution, in writing, that the transfers by that person are no longer authorized.

## Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days (5 business days for VISA Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

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

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: (954) 745-2400 or outside Broward County FL (800) 230-0200

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## **Notice of ATM/Night Deposit Facility User Precautions**

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

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your VISA Debit Card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your VISA Debit Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your VISA Debit Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your VISA Debit Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## **Your Ability to Withdraw Funds**

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

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$225 available on the same business day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

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

### **Same-Day Availability**

Funds from the following deposits are available on the day we receive the deposit:

- Electronic direct deposits.

- Cash

- U.S. Treasury checks that are payable to you.

- Wire transfers.

- Checks drawn on We Florida Financial (On Us).

- State and local government checks that are payable to you.

- Cashier s, certified, and teller s checks that are payable to you.

- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

### **Other Check Deposits Subject to Second-Day Availability**

The first \$225 from a deposit of other checks will be available on the same business day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Monday. The remaining \$475 is available on Wednesday.

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

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

### **ATM Hold Policy**

All ATM deposits will be held for a minimum of two (2) business days after the day of deposit. This is a verification hold. The hold applies to all deposited items including cash. Longer holds may apply once the deposit is verified. See the policy above for specific information based on the types of checks you deposited to an ATM.



## **Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

## **Special Rules for New Accounts**

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

Funds from cash and electronic direct deposits to your account will be available on the same business day of the deposit. Funds from deposits of wire transfers and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the same business day of the deposit. The excess over \$5,525 will be available on the seventh business day after the day of deposit.

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

## **Foreign Checks**

Checks drawn on financial institutions located outside the United States of America (US) cannot be processed in the same manner as checks drawn on US financial institutions. Foreign checks are exempt from the policies outlined above. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds directly from the financial institution upon which it is drawn.

## **Account Funding Online**

Full use of funds deposited via the Automated Clearing House (ACH) or credit card will be available on the fourth business day subsequent to the initial deposit.

## Substitute Checks and Your Rights

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As our member we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with substitute checks. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: This is a legal copy of your check. You can use it the same way you would use the original check. You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

We Florida Financial  
P.O. Box 14548  
Ft. Lauderdale, FL 33302-4548

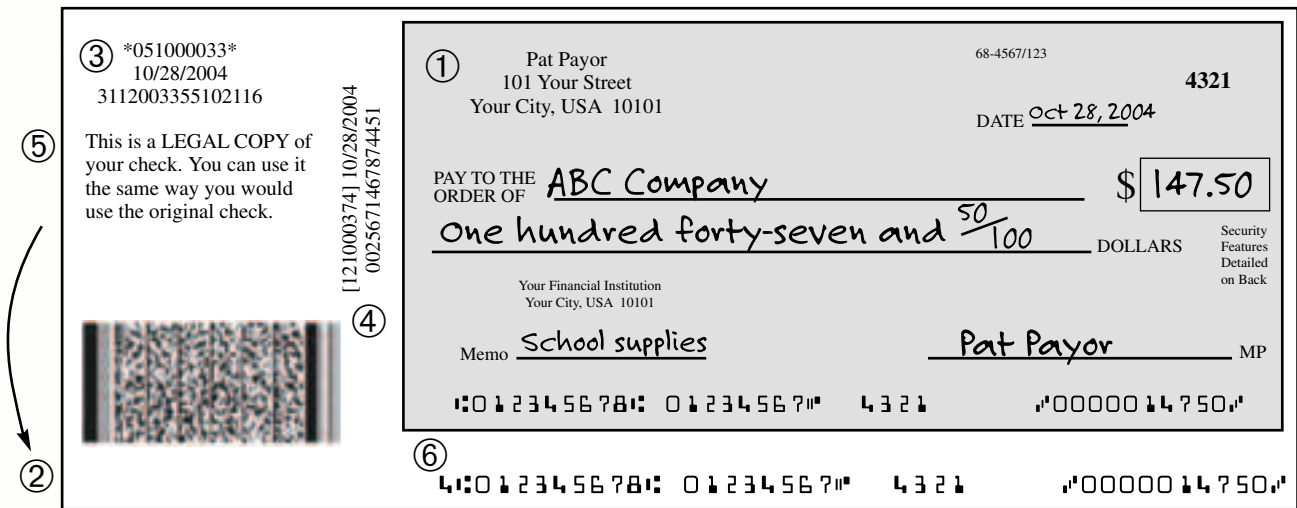
You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include

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

## SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



These numbers correspond with the numbers on the Substitute Check Image:

- 1 An image of the original check appears in the upper right-hand corner of the substitute check.
- 2 A substitute check is the same size as a standard business check.
- 3 The information in asterisks relates to the reconvolving bank the financial institution that created the substitute check.
- 4 The information in brackets (appears sideways facing check image) relates to the truncating bank the financial institution that took the original check out of the check processing system.
- 5 The Legal Legend states: *This is a LEGAL COPY of your check. You can use it the same way you would use the original check.*
- 6 The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the 4 at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a 5 if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

## **SERVICES FOR MEMBERS**

ATM Service  
Auto Loans  
Motorcycle Loans  
Boat & RV Loans  
Mortgage Loans  
Credit Life and Disability Loan Insurance  
Visa Credit Card  
Ready Access Line of Credit  
Shared Service Facility  
IRAs  
Checking Accounts  
Certificate Accounts  
Money Market Accounts  
Direct Deposit  
Call 24, bank-by-phone service  
Notary Service  
Drive Up Tellers (at selected branches)  
Vehicle Service Agreements  
Overdraft Protection  
Home Equity Loans  
Car Buying Service  
Members Financial Services  
Safe Deposit Boxes (at selected branches)  
Internet Banking  
Bill Pay Service  
Mobile Banking  
Remote Deposit Capture



**Federally insured by NCUA**

### **MemberNet - Telephone Center**

(954) 745-2400  
(800) 230-0200

### **CALL-24**

(954) 745-2424  
(800) 545-3100

### **LOANS BY PHONE**

(954) 745-2400  
(800) 230-0200  
FAX: (954) 745-2401



# TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES

EFFECTIVE 03/01/2024

CHECKING & SAVINGS ACCOUNTS OFFERED	SAVINGS & COLLEGE SAVINGS	ESSENTIAL CHECKING	EMPOWER & FABULOUS 50+ CHECKING	PRIME & ULTRA CHECKING	MONEY MARKET	*IRA SAVINGS	YOUTH SAVINGS	CLUB ACCOUNT	HIGH YIELD INVESTMENT	HIGH YIELD ACCUMULATION
EARN DIVIDEND OR INTEREST (EARNINGS)	Dividend	None	Dividend	Dividend	Dividend	Dividend	Dividend	Dividends	Dividend	Dividend
RATES & ANNUAL PERCENTAGE YIELD (APY)	SEE RATE DISCLOSURE FOR CURRENT RATES & APYS									
FREQUENCY OF COMPOUNDING	Monthly	N / A	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
FREQUENCY OF CREDITING	Monthly	N / A	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
BALANCE REQUIREMENTS										
MINIMUM OPENING BALANCE	\$5.00	\$50.00	\$50.00	\$50.00	\$2,500.00	\$10.00	\$5.00	\$5.00	\$10,000.00	\$10.00
MONTHLY FEE	\$5.00	N / A	N / A	\$6.00	N / A	N / A	N / A	N / A	N / A	N / A
MINIMUM BALANCE TO AVOID A MONTHLY MAINTENANCE FEE	\$200.00	N / A	N / A	\$1500.00	N / A	N / A	None until age 19, then \$200	N / A	N / A	N / A
MINIMUM BALANCE TO EARN THE STATED APY	\$0.01	N / A	\$0.01	\$1500.00 Refer to Rate Disclosure for Additional Tiers	\$2,500.00 Refer to Rate Disclosure for Additional Tiers	\$0.01 Refer to Rate Disclosure for Additional Tiers	\$0.01	\$0.01	\$2,500.00	\$0.01
BALANCE COMPUTATION METHOD	Daily Balance	N / A	Daily Balance	Daily Balance	Daily Balance	Daily Balance	Daily Balance	Daily Balance	Daily Balance	Daily Balance
ACCOUNT LIMITATIONS	None	None	Yes, for emPower See below	Yes, for Ultra See below	None	None	None	None	Yes See below	Yes See below

\*Includes Traditional, Roth, and Coverdell Educational Savings Accounts.

**General:** The terms applicable to your account at We Florida Financial are provided in this schedule. Fee information is listed in a separate Fee Schedule and current annual percentage yields (APYs) are listed on a separate Rate Sheet for each product. We Florida Financial may offer other rates/APYs & terms from time to time. Except as specifically described, the following disclosures apply to all of the accounts.

**Rate Information:** The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of dividends or earnings to be paid on an account based on the rate and frequency of compounding for an annual period. For accounts using a daily balance method, interest is calculated by applying a daily periodic rate to the principal in the account each day. The dividend rate and APY may change at any time as determined by We Florida Financial Management and We Florida Financial's Board of Directors.

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

**Compounding and Crediting:** The compounding and crediting of dividends to each account type are set forth in this schedule. The dividend period is the period at the end of which an account earns dividend credit. Generally, the period begins on the first calendar day of each month and ends on the last calendar day of the same month.

**Accrual:** For Savings (Regular, Youth, College, Club, IRA), Money Market, Checking, High Yield Investment, and High Yield Accumulation accounts, dividends begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued earnings are credited; accrued earnings will not be paid.

**Balance Information:** The par value of a regular share in We Florida Financial is \$5. The minimum balance requirements applicable to each account type are set forth in this schedule.

**Account Limitations:** For emPower Checking, recurring direct deposits are required. The account will convert to Essential Checking when there are no recurring direct deposits. For High Yield Investment accounts, there can be only one (1) free withdrawal per month. Subsequent withdrawals are subject to a \$25 fee. For High Yield Accumulation accounts, deposits must be made through ongoing, recurring automatic transfer only (\$10 minimum). No partial balance withdrawals allowed. There is a \$25 fee if closed in the first twenty-four (24) months. For Ultra Checking, a share certificate (CD) or Money Market account must be open and always funded. The account will convert to Prime Checking when a CD or Money Market account is not open.



## TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES REGULAR SHARE CERTIFICATES

CERTIFICATE TERMS OFFERED (REGULAR AND IRA ACCOUNTS)	REGULAR CERTIFICATES 6 MONTHS / 7 MONTHS 9 MONTHS / 12 MONTHS 13 MONTHS 18 MONTHS 30 MONTHS / 60 MONTHS	JUMBO CERTIFICATES 6 MONTHS 12 MONTHS 18 MONTHS	IRA CERTIFICATES 7 MONTHS / 12 MONTHS 13 MONTHS / 30 MONTHS 60 MONTHS	IRA JUMBO CERTIFICATES 12 MONTHS	CD BOOST CERTIFICATES REGULAR & IRA 24 MONTHS 36 MONTHS	JUMBO CD BOOST CERTIFICATES REGULAR & IRA 24 MONTHS 36 MONTHS
<b>RATE INFORMATION AND ANNUAL PERCENTAGE YIELDS (APYs)</b>	Interest rates and APYs are determined by We Florida Financial's management and are included on the Rate Disclosure. The interest rate and APY are fixed for the account term until the first maturity date. For CD Boost accounts, one rate adjustment is allowed per term upon request. The one-time step-up rate is the current rate then in effect for the stated term as set by the Credit Union.					
<b>COMPOUNDING AND CREDITING FREQUENCY</b>	Interest is compounded monthly and credited to the account monthly and at maturity. Interest can remain in the account to compound or transfer monthly into another account. The interest period begins on the first calendar day of each month and ends on the last calendar day of the month.					
<b>MINIMUM BALANCE TO OPEN THE ACCOUNT AND TO OBTAIN THE APY DISCLOSED</b>	The minimum balance required to open a certificate account is \$100 for a regular certificate, \$50,000 for a jumbo certificate, and \$10,000 for an IRA jumbo certificate. If the account is closed before accrued interest is credited, accrued interest will be paid. The APY is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.					
<b>BALANCE COMPUTATION METHOD</b>	The daily balance method is used to calculate interest. This method applies a daily periodic rate to the balance in the account each day.					
<b>ACCRUAL OF INTEREST ON NONCASH DEPOSITS</b>	Interest will begin to accrue on the business day noncash items (for example, checks) are deposited to the account.					
<b>TRANSACTION LIMITATIONS</b>	Deposits can be made to a certificate any time during the term and will not change the interest rate or maturity date of the account. Deposits become part of the principal balance. There is a minimum deposit amount of \$50. Interest credited in the term may be withdrawn before maturity of that term without penalty after it is credited to the account. After the account is opened you may make withdrawals subject to the early withdrawal penalty stated below. Interest remaining in the account after maturity becomes principal upon renewal. We reserve the right to limit the maximum dollar amount for any certificate account, per member. Certificates cannot be accessed by debit card or check and cannot provide overdraft protection for another account. Certificate accounts are non-transferable/non-negotiable accounts.					
<b>EARLY WITHDRAWAL PENALTY</b>	There is no early withdrawal penalty during the initial term of the certificate. A penalty may be imposed for each withdrawal of principal after the initial maturity date. The penalty amount is calculated on the principal amount withdrawn at the nominal (simple) interest rate being paid on the account at the time of withdrawal regardless of the length of time the funds have been on deposit. The penalty is equal to all interest earned on the amount withdrawn not to exceed ninety (90) days interest for certificates with a term of 12 months or less or one hundred and eighty (180) days interest for accounts with a term of more than 12 months. The early withdrawal penalty may require a reduction in the principal sum on deposit. Any withdrawal that would reduce the balance remaining in the account below such minimum is treated as a withdrawal of the entire account balance and recalculates the amount of the penalty accordingly. At our option, we may waive a penalty under the following circumstances: (i) When an account owner dies or is determined to be legally incompetent by a court of competent jurisdiction; (ii) Where the account is an Individual Retirement Account (IRA) and the owner attains age 59 1/2 or becomes disabled.					
<b>AUTOMATIC RENEWAL</b>	Certificate accounts will automatically renew at maturity unless notified otherwise. You may prevent renewal if you notify We Florida Financial before maturity, you withdraw the funds in the account at maturity or within the grace period, or if we receive notice from you within the grace period. If you prevent renewal the funds will be placed in a share savings account. Each renewal term will be the same as the original term, beginning on the maturity date regardless of any transactions completed during the grace period. The interest rate and APY will be the same we offer on new certificate accounts on the maturity date which have the same terms and other features as the original certificate account.					
<b>GRACE PERIOD</b>	Certificate accounts have a grace period of seven (7) calendar days. During the grace period funds may be withdrawn from the account without being charged an early withdrawal penalty or additional funds may be added to the account. Interest will be paid during the grace period at the rate in effect on the maturity date.					

**NOTE:** See separate Rate Disclosure for current annual percentage yields (APYs) available for each product. We Florida Financial may offer other rates/APYs & terms from time to time.



## TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES SPECIAL SHARE CERTIFICATES

CERTIFICATE TERMS OFFERED (REGULAR AND IRA ACCOUNTS)	REGULAR CERTIFICATES	JUMBO CERTIFICATES	IRA CERTIFICATES	IRA JUMBO CERTIFICATES
	20 MONTHS 31 MONTHS 61 MONTHS	7 MONTHS 13 MONTHS 20 MONTHS 31 MONTHS	31 MONTHS 61 MONTHS	13 MONTHS
<b>RATE INFORMATION AND ANNUAL PERCENTAGE YIELDS (APYs)</b>	Interest rates and APYs are determined by We Florida Financial's management and are included on the Rate Disclosure. The interest rate and APY are fixed for the account term until the first maturity date.			
<b>COMPOUNDING AND CREDITING FREQUENCY</b>	Interest is compounded monthly and credited to the account monthly and at maturity. Interest can remain in the account to compound or transfer monthly into another account. The interest period begins on the first calendar day of each month and ends on the last calendar day of the month.			
<b>MINIMUM BALANCE TO OPEN THE ACCOUNT AND TO OBTAIN THE APY DISCLOSED</b>	The minimum balance required to open a certificate account is \$100 for a regular certificate, \$50,000 for a jumbo certificate, and \$10,000 for an IRA jumbo certificate. If the account is closed before accrued interest is credited, accrued interest will be paid. The APY is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.			
<b>BALANCE COMPUTATION METHOD</b>	The daily balance method is used to calculate interest. This method applies a daily periodic rate to the balance in the account each day.			
<b>ACCUAL OF INTEREST ON NONCASH DEPOSITS</b>	Interest will begin to accrue on the business day noncash items (for example, checks) are deposited to the account.			
<b>TRANSACTION LIMITATIONS</b>	Deposits can be made to a certificate any time during the term and will not change the interest rate or maturity date of the account. Deposits become part of the principal balance. There is a minimum deposit amount of \$50. Interest credited during the term may be withdrawn before maturity of that term without penalty after it is credited to the account. After the account is opened you may make withdrawals subject to the early withdrawal penalty stated below. Interest remaining in the account after maturity becomes principal upon renewal. We reserve the right to limit the maximum dollar amount for any certificate account, per member. Certificates cannot be accessed by debit card or check and cannot provide overdraft protection for another account. Certificate accounts are non-transferable/non-negotiable accounts.			
<b>EARLY WITHDRAWAL PENALTY</b>	There is no early withdrawal penalty during the initial term of the certificate. A penalty may be imposed for each withdrawal of principal after the initial maturity date. The penalty amount is calculated on the principal amount withdrawn at the nominal (simple) interest rate being paid on the account at the time of withdrawal regardless of the length of time the funds have been on deposit. The penalty is equal to all interest earned on the amount withdrawn not to exceed ninety (90) days interest for certificates with a term of 12 months or less or one hundred and eighty (180) days interest for accounts with a term of more than 12 months. The early withdrawal penalty may require a reduction in the principal sum on deposit. Any withdrawal that would reduce the balance remaining in the account below such minimum is treated as a withdrawal of the entire account balance and recalculates the amount of the penalty accordingly. At our option, we may waive a penalty under the following circumstances: (i) When an account owner dies or is determined to be legally incompetent by a court of competent jurisdiction; (ii) Where the account is an Individual Retirement Account (IRA) and the owner attains age 59½ or becomes disabled.			
<b>AUTOMATIC RENEWAL</b>	Certificate accounts will automatically renew at maturity unless notified otherwise. You may prevent renewal if you notify We Florida Financial before maturity, you withdraw the funds in the account at maturity or within the grace period, or if we receive notice from you within the grace period. If you prevent renewal, the funds will be placed in a share savings account. The renewal term will be one month less (2 months less for 20 month CDs) than the original term, beginning on the maturity date unless otherwise indicated regardless of any transactions completed during the grace period. Subsequent renewals will be for the same term. The interest rate and APY will be the same we offer on new certificate accounts on the maturity date which have the same terms and features as the new certificate account.			
<b>GRACE PERIOD</b>	Certificate accounts have a grace period of seven (7) calendar days. During the grace period funds may be withdrawn from the account without being charged an early withdrawal penalty or additional funds may be added to the account. Interest will be paid during the grace period at the rate in effect on the maturity date.			

**NOTE:** See separate Rate Disclosure for current annual percentage yields (APYs) available for each product. We Florida Financial may offer other rates/APYs & terms from time to time.



## TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES ULTRA SHARE CERTIFICATES

CERTIFICATE TERMS OFFERED (REGULAR AND IRA)	7 MONTHS 13 MONTHS
<b>RATE INFORMATION AND ANNUAL PERCENTAGE YIELDS (APYS)</b>	Interest rates and APYs are determined by We Florida Financial's management and are included on the Rate Sheet. The interest rate and APY are fixed for the account term until the first maturity date
<b>COMPOUNDING AND CREDITING FREQUENCY</b>	Interest is compounded monthly and credited to the account monthly and at maturity. Interest can remain in the account to compound or transfer monthly into another account. The interest period begins on the first calendar day of each month and ends on the last calendar day of the month.
<b>MINIMUM BALANCE TO OPEN THE ACCOUNT AND TO OBTAIN THE APY DISCLOSED</b>	The minimum balance required to open a certificate account is \$100. If the account is closed before accrued interest is credited, accrued interest will be paid. The APY is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.
<b>BALANCE COMPUTATION METHOD</b>	The daily balance method is used to calculate interest. This method applies a daily periodic rate to the balance in the account each day.
<b>ACCRUAL OF INTEREST ON NONCASH DEPOSITS</b>	Interest will begin to accrue on the business day noncash items (for example, checks) are deposited to the account.
<b>TRANSACTION LIMITATIONS</b>	Deposits can be made to the certificate any time during the term and will not change the interest rate or maturity date of the account. Deposits become part of the principal balance. There is a minimum deposit amount of \$50. Interest credited in the term may be withdrawn before maturity of that term without penalty after it is credited to the account. After the account is opened you may make withdrawals subject to the early withdrawal penalty stated below. Interest remaining in the account after maturity becomes principal upon renewal. We reserve the right to limit the maximum dollar amount for any certificate account, per member. Certificates cannot be accessed by debit card or check and cannot provide overdraft protection for another account. Certificate accounts are non-transferable/non-negotiable accounts.
<b>EARLY WITHDRAWAL PENALTY</b>	A penalty may be imposed for each withdrawal of principal before a maturity date. The penalty amount is calculated on the principal amount withdrawn at the nominal (simple) interest rate being paid on the account at the time of withdrawal regardless of the length of time the funds have been on deposit. The penalty is equal to all interest earned on the amount withdrawn not to exceed ninety (90) days interest for certificates with a term of 12 months or less or one hundred and eighty (180) days interest for accounts with a term of more than 12 months. The early withdrawal penalty may require a reduction in the principal sum on deposit. Any withdrawal that would reduce the balance remaining in the account below such minimum is treated as a withdrawal of the entire account balance and recalculates the amount of the penalty accordingly. At our option, we may waive a penalty when an account owner dies or is determined to be legally incompetent by a court of competent jurisdiction;
<b>AUTOMATIC RENEWAL</b>	Certificate accounts automatically renew at maturity unless notified otherwise. You may prevent renewal if you contact We Florida Financial before maturity, you withdraw the funds in the account at maturity or within the grace period, or if we receive notice from you within the grace period. If you prevent renewal, the funds will be placed in a share savings account. Each renewal term will be the same as the original term, beginning on the maturity date unless otherwise indicated regardless of any transactions completed during the grace period. The interest rate and APY will be the same we offer on new certificate accounts on the maturity date which have the same terms and other features as the original certificate account.
<b>GRACE PERIOD</b>	Certificate accounts have a grace period of seven (7) calendar days. During the grace period funds may be withdrawn from the account without being charged an early withdrawal penalty or additional funds may be added to the account. Interest will be paid during the grace period at the rate in effect on the maturity date.

**NOTE:** See separate Rate Sheet for current annual percentage yields (APYs) available for each product. We Florida Financial may offer other rates/APYs & terms from time to time.



# WHAT YOU NEED TO KNOW ABOUT NONSUFFICIENT FUNDS/OVERDRAFTS AND NONSUFFICIENT FUNDS/OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway.

We use the available balance method to determine if you have enough money in your account to cover a transaction. The available balance method will determine whether your account is overdraw, that is, whether there is enough money in your account to pay for a transaction. Your "available" balance may not be the same as your account's actual balance. This means an overdraft or a NSF transaction could occur regardless of your account's actual balance.

An **overdraft** occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway.

We use the available balance method to determine if you have enough money in your account to cover a transaction. The available balance method will determine whether your account is overdraw, that is, whether there is enough money in your account to pay for a transaction. Your "available" balance may not be the same as your account's actual balance. This means an overdraft or a NSF transaction could occur regardless of your account's actual balance.

Your available balance is calculated based on the money "available" in your account to cover payments. The available balance takes transactions that have been authorized, but not settled yet, and subtracts them from the actual balance. Holds placed on deposits that have not cleared are also subtracted from the actual balance to determine the available balance.

We can cover your overdrafts in two different ways:

1. We have **standard overdraft practices** that come with your account. **These practices are explained in the account Terms and Conditions.**
2. We also offer **overdraft protection plans**, such as a link to a savings account or line of credit, which may be less expensive than our standard overdraft practices. Ask us about these plans to learn more.

This notice explains our **standard overdraft practices**.

## What are the overdraft practices that come with my account?

We **do** authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We **do not** authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM Transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means **we do not guarantee** that we will always authorize and pay any type of transaction.

Your transaction will be declined if we do **not** authorize and pay an overdraft.

## What fees will I be charged if We Florida Financial pays my nonsufficient funds or overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to \$39 each time we pay an overdraft
- There is **no limit** on the total fees we can charge you for paying with unavailable funds or overdrawing your account

## What if I want We Florida Financial to authorize and pay nonsufficient funds and overdrafts on my ATM and everyday debit card transactions?

If you want us to authorize and pay nonsufficient funds and overdrafts on ATM and everyday debit card transactions, you can submit your authorization electronically by selecting "Accept" below or you may call 954-745-2400 or 800-230-0200. Select option 3 from the main menu.



## Online Service E-Sign Disclosure and Consent

Please review this document carefully and print a copy for your reference; you can access an online copy at any time by navigating to the "E-Communication Preferences" section by clicking on the "Manage my Settings" link your Account Homepage.

This Online Service E-Sign Disclosure and Consent ("Disclosure"), applies to all communications for those products and services offered through our online application.

### Scope of Communications to Be Provided in Electronic Form

When you use a product or service to which this Disclosure applies, you agree that we may provide you with any communications in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the product or service available through the Online Service for your Account.
- Notices or disclosures about a change in the terms of your Account.
- Privacy policies and notices.

### Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available.

### How to Withdraw Consent

You may withdraw your consent to receive communications in electronic form by selecting that option under your "E-Communication Preferences" section, which is accessible from your Account Homepage by clicking on the on the "Manage my Settings" link. No fees will be imposed to process the withdrawal of your consent to receive electronic communications, however your access and use of the Online Service will be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

### How to Update Your Records

It is your responsibility to provide and maintain a current e-mail address. You can update information (such as your e-mail address) under your "Update E-Mail Address" section, which is accessible from your Account Homepage by clicking on the on the "Manage my Settings" link.

### Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- Internet browser that supports 128 bit encryption.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic communications programs.
- A personal computer.

- An operating system and an Internet connection capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.

#### Requesting Paper Copies

We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, please submit your request to [loans@wefloridafinancial.com](mailto:loans@wefloridafinancial.com).

#### Communications in Writing

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

#### Consent

By selecting "Yes, I consent to E-Communication," you consent to receive all receive communications regarding products and services that are offered through our online service. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic communications to you.



## **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 will also ask to see your driver's license or other identifying documents.

# Fee Schedule

## Fees and Service Charges

Effective 11/15/2022

What if suddenly nothing was in the way of achieving your dreams? At We Florida Financial, we open doors, remove barriers and clear the path so you can get what you need (and want) out of life. And you don't need to walk that path alone. With expert support and knowledge as well as services and products to fit your life, We Florida Financial gives you the confidence to help you achieve your dreams.

Founded in 1952, We Florida Financial is proud to celebrate 70 years of serving the local community. It is our community that has made us one of the most successful credit union's in the state of Florida. Supported by our members and dedicated to world-class service, together, **We Got This.**

### Our Promise



We provide equal access and economic opportunity to our Members.



We are committed to excellence both in service and innovation.



We believe in your financial success through empowerment and education.

### Miscellaneous

Account Research, per quarter hour (plus copy fees)	\$25.00
ACH Reject Fee, each entry	\$10.00
Cashier's Check	\$5.00
Cashier's Check (Non-members; exchange only)	\$35.00
Check Cashing	\$7.00
Copies, per page	\$2.00

### Collection Fees

Foreign Item Exchange	\$40.00
Domestic Collections, each	\$25.00

### Visa Debit Card

Replacement Card	\$10.00/card
With active checking	\$5.00/card
ATM Withdrawals/Transfer	
We Florida Financial machines	No Fee
Publix, Presto, each	\$1.00
All other networks, each	\$3.00
Balance Inquiry	
We Florida Financial machines	No Fee
Publix, Presto, each	\$0.75
All other networks, each	\$1.50
Point of Sale (POS) Transactions	No Fee
ATM Deposits	No Fee



# Get In Touch!

## Miscellaneous Cont'd

CU Service Center Transactions	
Deposits	No fee
Withdrawals, each	\$2.00
Check Cashing	\$2.00
Escheatment Fee	\$300.00
Accounts with no member initiated activity for 60 months. Assessed once, prior to sending funds to the State.	
Expedited Loan Payment:	
Other Institution	\$7.50
IRS Levy, Garnishment, Subpoena	\$100.00
Legal Fees	Varies
Money Orders	\$1.50
Nonsufficient (NSF) Funds Fee,	
Each occurrence \$5 and over	\$35.00
Each occurrence under \$5	\$15.00
Returned Items, check or ACH each	
From Third Party	\$15.00
From Self	\$35.00
Returned Mail Fee, monthly	\$5.00
Statement Copies, each	\$5.00
Stop Payment, check or ACH, each	\$35.00
Transactions via Call 24 /	
Online Banking	No fee
Uncollected (UCF) Funds Fee,	
Each occurrence \$5 and over	\$35.00
Each occurrence under \$5	\$15.00
Verification of Deposit	\$30.00
Notary Services	
Member	No fee
Non-member (per notary)	\$10.00
Overdraft Transfer, each	\$6.00
Paper Statement, monthly	\$5.00

## Safe Deposit Boxes

3 x 5	\$45.00
3 x 10	\$75.00
5 x 10	\$105.00
10 x 10	\$165.00
Late Payment fee	\$10.00
Key deposit fee	\$10.00
Drilling fee	\$250.00
New box rentals are not available.	

## Online Banking

Online Banking	No Fee
Expedited Bill Payment	
Electronic, per payment	\$9.95
Same-Day Bill Payment	
Paper check	\$35.00
Account 2 Account Transactions	No Fee
Zelle Transactions	No Fee

## Wire Transfer

Incoming	\$10.00
Outgoing	
Domestic	\$25.00
International	\$150.00

The Credit Union, at its discretion, may charge additional or higher fees to members who abuse its products or services. Prior notice will be provided to any affected member.

**We**  
FLORIDA  
FINANCIAL



Call or text:  
954-745-2400  
WeFloridaFinancial.com

For a list of branch locations visit  
WeFloridaFinancial.com/Locations

Federally Insured by NCUA



# FACTS

## WHAT DOES WE FLORIDA FINANCIAL DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Transaction history and checking account information

When you are no longer our member, we continue to share your information as described in this notice.

### How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons We Florida Financial chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES WE FLORIDA FINANCIAL SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call (954) 745-2400 or toll-free outside Broward County FL at 800-230-0200 or go to <a href="http://www.WeFloridaFinancial.com">www.WeFloridaFinancial.com</a> .	

## WHAT WE DO

<b>How does We Florida Financial protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.</p>
<b>How does We Florida Financial collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or apply for a loan</li> <li>■ use your credit or debit card or pay your bills</li> <li>■ show your government-issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## DEFINITIONS

<b>Affiliates</b>	<ul style="list-style-type: none"> <li>■ Companies related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>■ Credit Union Service Organizations</li> </ul>
<b>Nonaffiliates</b>	<ul style="list-style-type: none"> <li>■ Companies not related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>■ We Florida Financial does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<ul style="list-style-type: none"> <li>■ A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</li> <li>■ Our joint marketing partners include financial services providers such as payment processing companies or nonfinancial companies, such as check printing and data processing companies.</li> </ul>