



# Universal Account Agreement

032010

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This document contains the rules, terms and conditions which govern your accounts with Tampa Bay Federal Credit Union. **Please read this document carefully. You are urged to keep a copy of this Agreement. Please call us if you have any questions.**

### **Membership**

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union’s field of membership and must purchase and maintain one share (“the membership share”) as required by the Credit Union’s Bylaws. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

### **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.

### **Agreement**

By signing the Membership Application and Account Card and/or Member Account Agreement, you hereby make application for membership in the Tampa Bay Federal Credit Union and agree to conform to its bylaws and amendments thereof, copies of which are available to you, and to subscribe for at least one share, the value of which shall be determined from time to time by the Credit Union’s Board of Directors. You agree that the Credit Union, pursuant to provisions of the Bank Secrecy Act, must see certain identification, verify the accuracy of that identification and keep copies of the identification provided. You agree that it is unnecessary for the Credit Union to retain the original of any document. You agree that the electronically stored image of any document is the original of that document, and that any document provided to you is a copy of that document. You agree that the Credit Union may rely upon an electronic version of your signature. You agree that the agreements set forth herein contain the various types of accounts and services offered and shall govern your use of such accounts and services.

This agreement amends, replaces, and supersedes any prior agreements. Each account is subject to such other items, conditions, rules and requirements as the Credit Union’s Board of Directors may establish from time to time. Accounts are federally insured by the National Credit Union Share Insurance Fund subject to federal laws and regulations.

### **Backup Withholding and Taxpayer Identification Number (TIN)**

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

### **Credit Union Lien and Security Interest**

To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest, regardless of the sources of the funds, unless prohibited by law. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

### **Definitions**

The paragraph headings are for convenience only and do not form a part of this Agreement. In this Agreement, the plural shall also mean the singular, the masculine shall mean the feminine, and vice versa. The terms defined in this paragraph shall have the following meanings:

The words “you” and “yours” shall refer to each person signing on the Membership Application/ Account Card/ Account Owner and Beneficiary Addendum/ Member Account Agreement. The terms “Credit Union,” “CU,” “we,” “us,” and “our” mean the Tampa Bay Federal Credit Union. The term “Account” means all accounts and services provided hereunder. The term “Agreement” means this Universal Account Agreement, the Rate Bulletin, the Fee schedule, and the Member Service Brochures. The term “Signature Card” means the Account card(s) you sign for particular accounts with us. The term “item” means share drafts, deposit drafts, checks, drafts or any other negotiable instruments. The term “Statements” means a periodic statement of account or items notifying you of activity in your account. The term “ATM Card” means the Credit Union’s ATM card and any duplicates and renewals we issue. The term “Debit Card” means the Credit Union’s MasterMoney™ True Access® card and any duplicates and renewals we issue. Everyone who receives, signs, or uses an ATM Card or Debit Card issued under this Agreement must be a party to this Agreement. The term “ATM” means the automated teller machines available for your use. The term “PIN” means the personal identification number given to you which you must use in conjunction with the ATM Card, Debit Card, or Touch Tone Teller. The term “Touch Tone Teller” means the Credit Union’s telephone/audio response system.

The term “Primary Account Holder “ or “Primary Member” is the person who is eligible for membership and whose name appears first on the Membership Application and Account Card.

### **Common Features**

You agree the Credit Union shall not be responsible for any delay in performance hereunder resulting from events beyond the Credit Union’s control including, but not limited to: computer, transportation, communication or equipment failure, delays caused by another party, fire, flood or other acts of God, war or nature. You agree that all required written notices to us shall become effective when actually received by us. We reserve the right, at any time, to require you to give, in writing, not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by you. You may not withdraw shares which are security on loans without written approval of a Credit Union Loan Officer, except to the extent that such shares exceed what you owe to us or which you are contingently liable to us. If we have to institute suit against you as a result of a breach by you in this Agreement or as a result of an overdraft, you agree to pay our costs of collecting the debt plus reasonable attorney’s fees.

### **Account Ownership:**

#### **Single Owner Accounts**

A single owner Account is an Account owned by one member including any individual, corporation, partnership, trust or other organization qualified for Credit Union membership. If the Account is a single owner account the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate or Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner’s or owner’s agent’s request prior to notice of an owner’s death.

### **Multiple Owner Accounts**

An Account owned by two or more persons is a multiple owner Account. All multiple owner Accounts are joint Accounts with rights of survivorship and not as Tenants in Common. Upon the death of an owner, that person's interest will pass to the surviving owner(s). Any multiple Account owner is authorized and deemed to act for the other owner(s) and the Credit Union

may accept orders and instructions from any other Account owner. Each multiple Account owner guarantees the signatures of the other owners. Any Account owner may withdraw all funds in the Account, stop payment on Items drawn on an Account, transfer, or pledge to the Credit Union all or any part of the shares of any Account without the consent of the other Account owner(s) and the Credit Union shall have no duty in such event to notify any other Account owner(s). The Credit Union reserves the right at any time to require written consent of all Account owners for a change of ownership or termination of a multiple owner Account. If the Credit Union receives written notice of a dispute between Account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the Account, require a court order to act or require that all Account owners agree in writing to any transaction concerning the Account. If any Item deposited in a multiple owner Account is

returned unpaid, an Account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple owner Account owners is jointly and severally liable to the Credit Union 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 benefitted from the transaction. If any Account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the multiple owner Account regardless of who contributed the funds to the Account.

### **POD/Trust Accounts**

A Payable on Death (POD) Account is an instruction to the Credit Union that an Account so designated is payable to the owner(s) during their lifetimes, and upon the death of the last Account owner, payable to any named and surviving POD designated on your Account Card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship. Any POD designation shall not apply to Individual Retirement Accounts (IRAs), which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation whatsoever to notify any beneficiary of the existence of any Account or the vesting of the beneficiary's interest in any Account, except as otherwise provided by law. The Credit Union shall not administer trust accounts. The Credit Union will allow accounts to be owned by trusts on a case - by- case basis.

### **Accounts for Minors**

For any Account established by a minor, the Credit Union reserves the right to require the minor Account to be a multiple owner Account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to the Credit Union for any returned Item, overdraft, or unpaid charges or amounts in such Account. The Credit Union may make payments of funds directly to the minor without regard to his minority. Unless a guardian or parent is an Account owner, the guardian or parent shall not have any right to access the Account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any Account owner.

### **Uniform Transfers to Minors Accounts**

A Uniform Transfers to Minors Account is an individual Account established by a member as a custodian by depositing funds as an irrevocable gift to a minor. The minor, to whom the gift is made, is the owner and beneficiary of the funds and may access the funds in the Account as soon as the minor reaches the age of majority. The custodian has possession and control of the Account for the exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits to, withdraw from, or close the Account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodian's death, the Credit Union may place an administrative hold on the Account, until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.

### **Sub Accounts**

Except for Individual Retirement Accounts, all sub Account types including Share Certificates opened under the Primary Share Account number will be owned by the same owner(s), unless designated otherwise by us. If a Share Certificate has only one owner named, only that owner can redeem the Share Certificate.

### **Business Accounts**

An authorized signer on a Business Account is an instruction to us that the owner authorizes another person to perform transactions as an agent for the account owner. An authorized signer has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made on the account. The Credit Union's only obligation with such accounts is to act as a depository for the funds in the account. Account changes requested by you, or any other account owner, such as adding or closing an account or service, must be evidenced by a written or signed document and accepted by the Credit Union. Except as otherwise provided by law or other documents, each of the approved signers on the account are authorized to make withdrawals from the account(s), provided the required number of signatures is satisfied.

### **Code Word**

You may request a code word (sometimes referred to as pass word) to help us identify you when you transact certain business with us. However, allowing you to have this code word or pass word will not prohibit us from transacting any business with any owner of an account(s) as long as we believe the person transacting business on the account is a rightful owner.

### **Share Account Types:**

#### **Primary Share Account**

This type Account is established when the application for membership is accepted. A purchase of one share, currently valued at \$5.00 is required to open this account. This is also the minimum balance requirement for this account. Voting privileges are extended to the Primary Account Holder of this type account. Joint Account Holders of this type account are not eligible to vote.

#### **Special Purpose and Holiday Club Accounts**

These Accounts are available for members to save for a special purpose. These accounts have no minimum balance requirements. The funds in the Holiday Club Account are automatically transferred to the Primary Share Account in the month of October.

#### **Individual Retirement Accounts (IRAs)**

Traditional, Roth and Education IRA Accounts are available to those members who are eligible to open these Accounts pursuant to laws established by the United States. For all type of IRA Share Accounts, there is no minimum deposit required to open the Account. For Traditional and Roth IRA Share Certificate Accounts, refer to the Rate Bulletin for the minimum balance requirements.

#### **Share Certificate Accounts**

To determine the minimum balance requirements for this type of an account, see the Rate Bulletin provided to you at the time you opened this account type. Nothing contained in this agreement shall be construed so as to make the Share Certificate a demand deposit, and we reserve the right to require at least seven days written notice of an intention to withdraw any funds represented by this Share Certificate. This notice time may be increased according to our Bylaws or under applicable laws. You will receive a receipt for the funds deposited in the Share Certificate Account you establish with us. Unless you instruct us otherwise, each Share Certificate Account shall be automatically renewed at maturity for the lesser term in the *original term range selected* until it is presented for payment on any maturity date, or until we give written notice of our election to call the Certificate for payment on any maturity date by mailing notice of such intention to you at least ten (10) days prior to such maturity date. In the event we either receive or give notice of an intention not to renew the Certificate and the Certificate is not presented for payment on any maturity date, we may, at our option, either transfer all funds represented by the Certificate to any Regular Share Account or other Account of yours,

or pay all funds represented by the Certificate directly to you. You may request us to pay a Certificate within ten (10) days after any maturity date without penalty. If you select the automatic payout option, we will give you written notice prior to the maturity date of a Share Certificate Account stating that this Certificate is maturing and unless we get instructions from you otherwise, we will transfer all funds represented by the Certificate to your Regular Share Account. If you request us to pay any portion of a Share Certificate, except for earned dividends, before the date the Account matures, and we consent to the early withdrawal request for any reason, except for death or mental incompetency, you shall incur a penalty equal to the lesser of earned dividends or three (3) months dividends for Share Certificates with an original maturity of less than one (1) year on the amount withdrawn. For Share Certificates with an original maturity of one (1) year or more, the penalty equals the lesser of earned dividends or six (6) months of dividends on the amount withdrawn. To the extent necessary to comply with these penalty provisions, deductions shall be made from the amount withdrawn or the remaining certificate balance. If the amount withdrawn or the penalty reduces the balance below the minimum balance for this type certificate, then the Share Certificate Account must be closed. Share Certificate Accounts may not be pledged, transferred or assigned to any party other than this Credit Union.

#### **Share Draft (Checking) Accounts**

The Credit Union offers several types of Share Draft Accounts. The fees charged and the payment of dividends on these account types vary. Please refer to the Rate Bulletin and Fee Schedule provided to you to determine fees, minimum balance requirements and monthly service charges. The Credit Union is under no obligation to pay any Item which contains a suspected forgery or alteration and we shall incur no liability for any action regarding the payment or nonpayment of any Item. You agree that in no event will the Credit Union be liable for damages for the dishonor of any Item as long as we act in good faith and exercise ordinary care, regardless of whether you have a balance in your Account sufficient to pay any Item which we fail to pay.

Our policy is to process the checks you have written on the day we receive the files in the order the checks are presented. If more than one file is received in any given day, each file is treated separately. The Credit Union will send a periodic statement to members who have a checking account; electronic fund access activity such as direct deposit, debit or ATM transactions, electronic transfers, etc.; access to a consumer loan(s) via an open-end loan plan; access to loan advances via open-end Home Equity Line of Credit; or an IRA account balance. The Credit Union may choose to send a periodic statement to members who do not have one of the above relationships or the above account activity, however is under no legal obligation to do so. Unless you request otherwise, your statement will be mailed to your last known address as shown on the Credit Union's records or electronically to your last known email address if you signed up to receive your statement electronically. E-statements, an electronic statement delivery method, may be required for certain account products. You agree that the statement is sufficient to allow you to reasonably identify the Items without indicating the payee of any Item. You have a duty to examine the statement and discover any Items containing unauthorized signatures or alterations. If you discover any Items on the statement which differ from your records, you must promptly notify the Credit Union. Failure to notify the Credit Union within a reasonable time frame not exceeding 30 days after your statement is made available or mailed will prevent you from recovering on the Item. The Credit Union will not be liable for items forged or altered in a manner not detectable by the Credit Union through reasonable means, including, but not limited to, forgery or alteration resulting from the unauthorized use of a facsimile signature machine. You understand that your original items will not be returned to you. You are responsible for examining each statement and, if you request them, copies of Items, and reporting any irregularities to the Credit Union. For a fee, the Credit Union shall give you a copy of any paid Item charged to this Account upon receiving a written request from you. You agree that the availability of obtaining a copy of a paid Item, upon request made to the Credit Union, constitutes a reasonable manner in which the Credit Union may make available paid Items. We may charge this Account for this service in accordance with the fee schedule established by our Board of Directors. You agree that the Credit Union's retention of Items does not alter or waive your responsibility to examine your statements or alter the time limits for notifying the Credit Union of any forgery, alterations, errors or objections. The Credit Union will not be liable for any loss resulting from any reasonable delay in sending notice to you that the Item has been returned uncollected. In the event we pay an Item drawn on this Account, we may charge this Account the amount of such Item, even if the Item is presented more than six (6) months after the date of the item. If an Item is presented for payment and the amount of such Item exceeds the fully paid and collected share balance in this Account, we may assess this Account a charge (to be established from time to time by our Board of Directors) for the presentment of such Item regardless of whether or not the Item is paid. You agree the Credit Union shall not be responsible for the acts or omissions of any other party selected in connection with this Account or the condition of any Item, draft or other item handled under this account subject to the Credit Union's duty to exercise ordinary care. You agree to indemnify the Credit Union from any loss due to an endorsement or other writing being placed on the Item in an incorrect manner or place (under the Federal Reserve's Regulation CC or otherwise) before it is accepted for deposit by the Credit Union. All Share Draft Accounts are established with overdraft privileges from other Share Accounts. Although we are under no obligation to pay any Item which exceeds the fully paid and collected share balance in this Account, we may, at our option, treat such Item as a request for a withdrawal from other Share Accounts owned by you, and are part of the same Account as this Share Draft Account, to pay an Item. If the Credit Union decides to pay a draft that overdraws your Account, you agree to pay the overdraft amount plus a fee as disclosed in the Fee Schedule immediately. Except as otherwise agreed to in writing, the Credit Union by covering one or more overdrafts, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limit. We shall not be obligated to notify you that a noncash Item has been dishonored or not otherwise been collected.

#### **Money Market Account**

To determine the minimum balance requirements for this type of an account, see the Rate Bulletin provided to you at the time you opened this account type. You shall be permitted to establish a Money Market Account according to the terms of this section and other applicable provisions contained in this Agreement. You authorize us to honor your withdrawals and transfer requests and pay drafts signed by you and to charge all such payments against the funds in your Money Market Account. For the purpose of this Account month means a calendar month. You agree all provisions relating to Share Draft Accounts as stated herein, including but not limited to overdraft protection, shall apply to your Money Market Account, in addition to these rules. You agree to pay a fee as disclosed in the Credit Union's Fee Schedule if you fail to maintain the required minimum monthly balance. Unless stated otherwise in the Fee Schedule, there are no penalty provisions for withdrawals. You may have up to six (6) electronic fund withdrawals or three (3) Items paid per month from this Account, or any combination of the two for a total of six (6) transactions, so long as no more than three (3) Items per month are paid from this Account. Any Item presented for payment which exceeds the three (3) per month limitation may be returned and marked "Refer to Maker."

#### **Other Share Requirements**

You may withdraw shares only by using the methods which have been approved by us, provided that our failure to enforce this provision in any instance shall not be a waiver of our right to enforce it in the future. If you reduce your balance below the par value of one share you may be terminated from membership according to our rules and bylaws.

#### **Actions by Legal Representatives:**

We are authorized to recognize the authority of any attorney-in-fact, guardian, custodian, trustee or agent legally appointed by you or by a court of competent jurisdiction for the transaction of business on your Accounts. In doing so, we will have no duty to inquire as to the use or purpose of any transaction by any legal appointee. In order to honor the appointment of an attorney-in-fact, we may require such person to indemnify us for any loss, claims or damages arising from our reliance on the appointment of the attorney-in-fact. You agree to allow us to forward any durable power of attorney presented to us to our attorneys for review and that any delay caused by such review is reasonable under the circumstances. We are not required to honor a non-durable power of attorney.

#### **Dormant/Inactive Accounts**

An Account is considered dormant when there has been no activity other than dividend postings during the past twelve months and the balance in the Account falls below \$5.00. An Account is considered inactive when there has been no activity for the past 12 months. If your Account falls below a \$5.00 balance and you have not

made a withdrawal from, deposit to, or transfer involving your Account for more than 12 months and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify your Account as a dormant/inactive Account. Unless prohibited by applicable law, the Credit Union may charge a fee for continuing to process your dormant/inactive Account as set forth in the Fee Schedule. The Credit Union will notify you, as required by law, at your last known address prior to imposing any fee. You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. To the extent allowed by law, the Credit Union reserves the right to transfer the Account funds to an account payable and to suspend any further account statements.

If a deposit or withdrawal has not been made on the Account and the Credit Union has had no other sufficient contact with you within the period specified by state law, the Account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

#### **Special Account Instructions**

You may request the Credit Union to facilitate certain trusts, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to indemnify the Credit Union or post a bond or other protection. Account changes requested by you, or any other Account owner, such as adding or closing an account or service, must be evidenced by a written and signed document and accepted by the Credit Union.

#### **Termination of Account**

The Credit Union may terminate your Account at any time without notice to you or may require you to close your Account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your Account; (3) there is a dispute as to the ownership of the funds in the Account; (4) any share drafts are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there have been any misrepresentations or any other abuse of any of your Accounts; (7) if the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union. You may terminate any single party account at any time by notifying the Credit Union in writing. The Credit Union reserves the right to require the consent of all multiple owner account owners for termination of a multiple owner account. The Credit Union is not responsible for payment of any share draft, withdrawal, or other item after your

Account is terminated, however, if the Credit Union pays an item after termination, you agree to reimburse the Credit Union for the payment. We have the right to terminate any Account and to terminate all of our liability hereunder by mailing a check or draft for the balance of this Account to the address on file of any Account owner. In the event of a dispute over the ownership of the Account, you authorize us to interplead the funds into a court of competent jurisdiction for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the interpleader, including attorney's fees, from the Account funds and to file the remaining sum with the court.

#### **Termination of Membership**

You may terminate your membership at the Credit Union after giving notice of your intent to withdraw from membership and withdrawing all funds on deposit. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

#### **Death of Account Owner**

The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union is notified of a member's death. Once the Credit Union is notified of a member's death, the Credit Union may pay share drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the share drafts or other items. You agree the Credit Union can require that anyone who claims funds in your Account after your death indemnify the Credit Union for any losses resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account owner. A Death Certificate is required at the time of an owner's death. Letters of Administration and/or the appropriate court documents may be required when there is no joint owner, or payable on death document on file.

#### **Governing Law**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws, including applicable principles of contract law and regulations of the state in which the Credit Union's main office is located and local clearinghouse rules as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county and state in which the Credit Union is located.

#### **NEGATIVE INFORMATION NOTICE**

We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### **Truth-In-Savings:**

##### **Account Fees**

You agree to pay certain Account fees in accordance with the Fee Schedule provided you. You agree that the Fee Schedule may be amended from time to time by our Board of Directors. The Credit Union may charge a fee and/or stop paying dividends on dormant and inactive Accounts. The Fee Schedule and any amendments to same are hereby incorporated as part of this agreement.

##### **Dividends**

The Dividend Rate and the corresponding Annual Percentage Yield (APY) on the Rate Bulletin is set by the Board of Directors (prospectively) and is subject to change. Money Market accounts and Share/IRA Certificate account rates may be subject to change daily. Other share account rates are subject to change each dividend period. Dividends for all accounts are calculated on the daily balance method. This means that on each day an account meets the minimum daily balance requirement, the Credit Union will accrue a dividend based on 1/365 of the dividend rate. In a leap year the rate of 1/366 will be used. Dividends will begin accruing for noncash items (e.g. checks) no later than the day we receive provisional credit for the item. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. Dividends will be compounded monthly on all Accounts except Share Certificates and IRA Certificates. Share Certificate and IRA Certificate Accounts will be compounded daily. Dividends on all Accounts that pay dividends will be paid on the last day of each month. The only exception to this procedure will be when a Share or IRA Certificate matures or an early withdrawal occurs. In those instances, the dividend will be paid on that day. If you close any Account, other than a Share Certificate, before dividends are credited, you will not receive the accrued dividends. The Rate Bulletin and any amendments to same are hereby incorporated as part of this agreement.

##### **Minimum Balance Requirements**

The par value of a regular share in this Credit Union is \$5.00. You must maintain a minimum balance of \$5.00 in your share account to be considered a member in good standing.

### **Transaction Limitations**

Except for your share draft account, you may not make more than six (6) withdrawals or transfers to another Credit Union Account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction during any month. No more than three (3) of the six (6) transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your Account may be closed by us or be subject to any excess share withdrawal fee implemented by our Board of Directors, or the Credit Union may refuse to honor any additional item presented for payment which exceeds the transaction limitations and return the excess items unpaid and marked "Refer To Maker."

### **Direct Deposit**

We may offer direct deposit options allowing you to pre-authorize deposits (i.e., payroll checks, Social Security checks, retirement checks, or other government checks) or transfers from your accounts with us. You must authorize any such deposits or transfers by a separate authorization form. If you wish to cancel the direct deposit or pre-authorized transfer option, you must notify the Credit Union at least thirty (30) days prior to the next scheduled date for any direct deposit or pre-authorized transfer.

### **Deposits and Endorsements**

Funds deposited in person to a Credit Union employee are considered deposited that day. Funds mailed to the Credit Union are deposited when received. Funds deposited in non-staffed depositories are considered received when removed from the depository and available for processing. Funds deposited on a day the Credit Union is closed are considered received the next business day. If you make a deposit before the close of business 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 the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If you make a transfer, deposit or payment at an unstaffed depository, you agree that the correct amount in the event of a discrepancy between a written receipt or deposit slip will be the amount that we find in the envelope used to make the transaction. All non-cash items credited to this Account shall be credited conditionally, subject to final payment, and such items may be charged back from any Account in which you have an ownership or the right to withdraw, at any time, until the proceeds thereof in money (U.S. Dollars) have been actually received by us. If the Credit Union is unable to collect an Item deposited to your Account, the Credit Union may obtain a refund from you or charge back any credit given to you. You authorize the Credit Union to supply any endorsement for you on any Item or other instrument tendered for your accounts. We are relieved of any liability in connection with collection of such items which are handled by us without negligence, and we shall not be liable for acts of our agents, subagents or others, or for any casualty. You agree to indemnify us from any loss due to an endorsement or other writing being placed on a check in an incorrect manner or placed under the Federal Reserve's Regulation CC or other applicable laws or rules before it is accepted for deposit. Each of you appoint the other his attorney with power to deposit in this Account funds of the other and for that purpose to endorse any instrument payable to the other or to both of you jointly. The Credit Union will only be responsible for recognizing the identification of the drawer, payee, drawee Credit Union, bank, or other financial institution on a draft deposited to the Account, the amount of the draft, and information contained in the magnetic coding of the draft. The Credit Union will not be responsible for recognizing any other information on the draft, including, but not limited to such notices as "Deposits after (a specific length of time)" or other condition of payment. If any Item deposited in the Account is returned unpaid, each of the owners is jointly liable to the Credit Union for the amount of the returned Item and any charges, regardless of who deposited or cashed the Item or benefitted from the transaction. If any Account owner is indebted to the Credit Union such that the Credit Union has a lien against an Account of that owner, the Credit Union may enforce its rights against any or all funds in the Account, regardless of who contributed the funds to the Accounts. In the event there is an unsatisfied negative share draft balance, the Credit Union may (but shall not be required to) charge the amount against any other share account from which any of the signers is entitled to withdraw shares or establish a credit advance sufficient to satisfy the negative condition pursuant to any credit agreement between you and the Credit Union. You agree to hold harmless and indemnify the Credit Union from and against any and all loss, claims and damages, including reasonable attorney's fees the Credit Union, its employees or agents may incur directly or indirectly as a result of the Account, except as may be attributable to the Credit Union's lack of good faith or failure to exercise ordinary care.

### **Changes to the Agreement**

The Board of Directors may amend these terms, conditions, rules and procedures from time to time. We will notify you of such changes as required by law. The changes will be effective on the date that the Board of Directors specify or as otherwise required by law. You may not modify this agreement without prior written approval from us. No representation or statement made by any employee of ours shall be binding upon us unless it is made in writing and signed by an authorized officer.

### **Stop Payments**

You may request that we stop the payment of a draft you have written. Here is how: Call us at (813) 247-4414 or write us at P.O. Box 7492, Tampa, FL 33673-7492. If you call, we will also require that you put your request in writing and get it to us within fourteen (14) days after you call. Unless renewed, a written stop payment will expire after six (6) months. The Credit Union reserves the right to refuse to honor any requests to stop payment of any Item for any reason consistent with good faith and the exercise of ordinary care. If the Credit Union does agree to stop payment of any Item, you agree to hold the Credit Union harmless for the amount of any loss resulting from the payment of an Item contrary to a stop-payment order and you also agree to indemnify the Credit Union and hold the Credit Union harmless for any damages caused by stopping payment. Your stop-payment order must be received at such time and in such manner as to afford us a reasonable opportunity to act on it prior to any other action being taken on the draft. You agree that in order for us to have a reasonable opportunity to act, we must receive your stop-payment request at least two (2) business days before the draft is received by us for posting to your account. The term "business day" does not include any Saturday or federal holiday, even though our office may be open. We may charge you a fee for each stop-payment order you give. Stop payments on a Credit Union Official Check may only be considered for "lost or stolen" Official Checks and the member may be required to purchase surety bond.

### **Funds Availability**

We comply with Regulation CC which implements the Expedited Funds Availability Act adopted by the Federal Reserve Board for funds availability on consumer transaction accounts.

**Determining Availability** Cash and electronic direct deposits will be available on the day we receive the deposit. The length of hold on other funds depends on the type of deposit. Credit Union guidelines may allow us to make funds available earlier than described below. When determining availability of your deposits, the day on which you may withdraw funds is counted in business days from the business day of your deposit. 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 deposit was made on the next business day we are open. When available, you can withdraw the funds in cash and/or we will use the funds to pay items you authorized.

It is important to remember availability does not guarantee ultimate collection of non-cash items. Any item (s) returned to us unpaid will be charged back against any of your share, or share draft accounts. If you already withdrew the funds, the unpaid items may cause your account to become overdrawn. You are liable to repay the funds and you may be charged fees.

**Government Checks, Cashier Checks and Other Special Types of Checks** Unless a longer hold applies as described below, the following types of deposits are available no later than first (1<sup>st</sup>) business day after we receive your deposit if you make the deposit in person to one of our employees :

- U.S. Treasury checks that are deposited in an account held by a payee of the check
- Checks drawn on Tampa Bay Federal Credit Union

- State and local government checks that are deposited in an account held by a payee of the check
- Cashier's, certified, and teller's checks that are deposited in an account held by a payee of the check
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and US Postal Money Orders, if these items are deposited in an account held by a payee of the check
- Payroll checks from Tampa Bay Federal Credit Union sponsor groups
- Traveler's checks
- Wires

**Availability of Other Check Deposits.** The first \$100.00 from a deposit of checks will be available on the first (1<sup>st</sup>) business day after the day of your deposit. The remaining funds will be available on the second (2<sup>nd</sup>) business day after the day of your deposit. For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.

**Automated Teller Machine (ATM) Deposits** Unless a longer hold applies as described below, the first \$200 of an ATM deposit will be available to you immediately. The balance of deposits (cash or checks) made at an ATM we own or operate will be available on the second (2<sup>nd</sup>) business day after the day of your deposit. All ATMs that we own or operate are identified as our machines. The balance of deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth (5<sup>th</sup>) business day after the day of your deposit.

**Longer Holds May Apply** Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe an item will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- An item(s) of redeposit that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.
- Special rules for new accounts as described below.

We will provide you written notice if we delay your ability to withdraw funds for any of these reasons. If the notice is not given at the time of deposit, we will send you notification no later than the first (1<sup>st</sup>) business day following the day of deposit. We will tell you the reason and when the funds will be available. Funds will be available no later than the seventh day (7<sup>th</sup>) after the day of your deposit.

**Special Rules for New Accounts** If you are a new member, the following special rules will apply during the first 30 days your account is open:

1. The first \$5,000.00 from a deposit of U.S. Treasury checks will be available on the first (1<sup>st</sup>) business day after the day of your deposit. The excess over \$5,000.00 will be available on the ninth (9<sup>th</sup>) business day after the day of your deposit.
2. Funds from electronic direct deposits and wire transfers into your account will be available on the first (1<sup>st</sup>) business day after the day we receive the transfer.
3. Funds from deposits of cash and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available on the first (1<sup>st</sup>) business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth (9<sup>th</sup>) business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000.00 will not be available until the second (2<sup>nd</sup>) business day after the day of your deposit.
4. Funds from all other items will be available no later than the eleventh (11<sup>th</sup>) business day after the day of your deposit.

**Foreign Checks** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

### Wire Transfers

The following terms shall apply to all wire transfers of funds (as defined by Federal Regulation J and Article 4A of the Uniform Commercial Code as set out in the Florida Statutes) to or from any of the member's accounts at this Credit Union. To the extent, the terms contained in this Agreement are different than those in any other agreement or terms of accounts; this Agreement shall control and be deemed to modify such other agreement or terms of accounts. If you request a funds transfer to be made or if a funds transfer is made to your Account, the Federal Reserve Board's FedWire may be used. Regulation J governs all FedWire transfers and therefore, determines the rights and liabilities of the parties of the transfer. State law may also govern a funds transfer. All Automated Clearing House payments are provisional. We may give you credit before we receive final settlement of the funds transfer. If we do not receive payment for the provisional credit granted, we may charge back to you any provisional credit that we have given. In that event, you authorize us to take such sum from any Account in which you have an ownership interest or the right to withdraw. Notice of a funds transfer from or receipt of a funds transfer into your Account will be made by us on your periodic statement for the affected Account. We are not obligated to provide you with next day notification of transfers to your Account. You may, of course, inquire between periodic statements regarding transfers. You agree to examine the periodic statement within fourteen (14) days after the statement is mailed and immediately notify us of any discrepancy or error. If you fail to notify us within fourteen (14) days after the statement is mailed you shall discharge and relieve us from any liability of claims, demands or expenses (including attorney's fees) in connection with such discrepancy or error. All funds transfers will be made according to our security procedures. These security procedures are intended to verify that an order is authorized and detect errors in the transmission or content of the payment order.

The security procedures we will use are:

- a. Proper identification must be presented, or signature verification made, to accept a wire transfer request. At the discretion of the Credit Union, identification and/or signature verification may be waived depending upon the circumstances involved.
- b. Additional information will be made by asking the member specific questions about their account that typically others could not answer. The Credit union Representative will determine the questions at the time of request.
- c. Wire transfer requests by telephone without supporting signature authorization are limited to **\$3,000.00** and must be for the credit of the member requesting the transfer.

These security procedures will also apply to any amendment or cancellation of a payment order. A payment order, verified by the security procedure is effective as your order, whether or not the order is in fact authorized by you. We may give you notice of change in the security procedures. In this event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure, All Office of Foreign Assets (OFAC) regulations apply to all Wire Transfers. If a beneficiary of a funds transfer is identified by name and an identifying or account number, payments made to the beneficiary may be made on the basis of that identifying or account number even if the number identifies a person different from the named beneficiary. We will not be responsible for the amount of the transfer paid by means of a designated identification number or account number even if it goes to the wrong beneficiary. If a payment order identifies an intermediary or beneficiary's financial institution only by identifying or account number, we may rely on that number as being the proper identification of the intermediary or beneficiary's financial institution. If a payment order identifies an intermediary party or beneficiary's financial institution by both name and an identifying number and the name and number identify different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identification of the intermediary party or beneficiary's financial institution. You agree to indemnify us for any loss or expense that results from our reliance on an incorrect identifying or account number. We are authorized to take the amount of such loss

or expense from any Account in which you have an ownership interest or the right to withdraw. Any rate of interest which we may be obligated to pay as a penalty under Regulation J or Article 4A shall be equal to the dividend rate paid on the account from which the funds transfer should have occurred or to which the proceeds of the funds transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. You agree that under no circumstances will we be liable for any indirect, incidental, consequential, remote or special losses or damages, including attorney's fees and costs. We may establish or change the cut-off time for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless you are notified of other times or other times are posted for various types of funds transfers, the cut-off time will be at 1:00 pm on each weekday that we are open and which is not a holiday. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the next following business day we are open and processed accordingly. Additionally, the cut-off time may be extended without notice to you if an intermediary or beneficiary institution is closed. We are under no obligation to accept a cancellation or amendment to the funds transfer order received from you but may do so at our option. We may, at our option, choose not to carry out your funds transfer order, including cancellation or amendment of an order, that is not in accordance with the terms of this agreement, or if the transfer is prohibited by a court order, garnishment, tax levy or the like, or we reasonably believe such transfer would result in a loss to us. We are not obligated to give you notice of such action but notice may be given in your next periodic statement or as otherwise required by law. Requests for funds transfers must be made in accordance with the rules and procedures which we have in place at the time of the request. We may charge you a fee for the transfer or other related services according to our fee schedule at the time of the funds transfer order.

### ***Electronic Fund Transfers (EFTS) Your Rights and Responsibilities***

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

#### ***Electronic Funds Transfers Initiated By Third Parties***

You may authorize a third party to initiate electronic funds 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 Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction 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 funds 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 share checking, regular share, or money management account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share checking account(s).
- **Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you completed the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization. Transactions authorized by telephone and Internet may also be converted to electronic funds transactions.

#### ***Substitute Checks and Your Rights - [Important Information about Your Checking Account]***

##### **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 (813) 247-4414. 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 [and/or] the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

#### ***Touch Tone Teller Telephone Transfers - types of transfers***

You may access your account by telephone 24 hours a day, 7 days a week at 813-247-1819 or 1-800- 380-8880 by using your personal identification number, a touch tone phone, and your account number(s), to:

- transfer funds between share checking, regular share, loan or money management account(s)
- make payments to share checking, regular share, loans or money market account(s)
- get information about:
  - the account balance of share checking, regular share, loan or money market account(s)

### **ATM - types of transfers, dollar limitations, and Charges**

You may access your account(s) by ATM using your ATM card and personal identification number or MasterCard® MasterCard® MasterMoney Debit Card and personal identification number, to:

- make deposits to share checking, regular share or money market account(s)
  - get cash withdrawals from savings and checking or money market account(s)
    - you may withdraw no more than three times in one business day. You may not withdraw more than \$500 per business day
    - there is a charge per withdrawal or inquiry at ATMs we do not own or operate. Refer to the Credit union's Fee Schedule for the amount of the fee.
  - transfer funds between checking, savings and loan accounts
  - transfer funds from line-of-credit to share account(s)
  - make payments from share to loan account(s) with us
  - get information about:
    - the account balance of your checking, savings, money market, or loan account(s)
    - get cash advances from lines-of-credit

Some of these services may not be available at all terminals.

### **Types of ATM Card Point-of-Sale Transactions**

You may access your checking account to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

### **Types of MasterCard® MasterMoney Debit Card Transactions**

You may access your checking account 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 you can do with a credit card (that a participating merchant will accept with a credit card).

### **Point-of-Sale Transactions - frequency limitations -**

Using your card:

- you may make no more than 15 transactions per day - nine purchases and three cash advances.

### **International ATM Fees.**

MasterCard may charge currency conversion fees, usually a percentage of the transaction amount, on International ATM withdrawals and purchases. These fees are included in the amount charged to your account listed on your bank statement. You may contact us if you require more information on these conversion fees.

### **Advisory Against Illegal Use.**

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

### **T-Bay ONLINE Computer Transfers - types of transfers**

You may access your account(s) by computer using your personal identification number, your password, and internet access to <https://t-bay.tampabayfederal.com/hb/default.asp> to:

- transfer funds between checking, savings, money market or loan accounts
- make payments from share accounts to loan accounts with us
- make payments from checking to third parties (bill payment, a fee may apply - see Fee Brochure)

### **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.

### **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 any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- **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 via Touch Tone Teller at 813-247-1819 or 813-247-4414 to find out whether or not the deposit has been made.
- **Periodic Statements.** In any month that you have an Electronic Funds Transfer, you will get a monthly account statement from us.

### **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. Call or write us at the telephone number or address listed in this brochure 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.

• **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.

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 a government agency or court order; or
- (4) as explained in a separate Privacy Disclosure.

### **UNAUTHORIZED TRANSFERS**

**It's important to know what to do in case your card is lost or stolen.**

#### **(A) Consumer Liability**

Tell us at once if you believe your card and/or code has been lost or stolen. 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).

(i) Use as a MasterCard® MasterMoney Card. Your liability for the use of this card (when it is not used with a personal identification number) will not exceed:

- (a) \$0 if the conditions set forth below have been met, or
- (b) if those conditions have not been met, the lesser of \$50.00 or the amount of money, property, labor or services obtained by the unauthorized use before we are notified.

Zero liability will apply if:

- (A) You report the loss or theft within 24 hours of discovering it lost or stolen;
- (B) You can demonstrate that you have exercised reasonable care in safeguarding your card from loss or theft;
- (C) You have not reported two or more incidents of unauthorized use to us within the preceding 12 months; and
- (D) Your account is in good standing.

(ii) All other uses. Your liability for the use of this card for all other losses (all uses that require the use of your personal identification number) is as follows:

- (a) If you tell us within 2 business days after learning of the loss, you can lose no more than \$50.00 if someone used your card and/or code without your permission.
- (b) If you do not tell us within 2 business days after learning 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 \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### **(B) Contact in Event of Unauthorized Transfer**

If you believe your card and/or PIN has been stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

### **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 brochure, 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 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 (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 (20 business days if the transfer involved a point-of-sale transaction or a foreign-initiated transaction) 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. 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.

#### **Where to reach us:**

Tampa Bay Federal Credit Union  
Member Solutions Center  
P.O. Box 7492  
Tampa, Florida 33673-7492  
813-247-4414

Business Days are Monday through Friday, excluding Federal Holidays

**More detailed information is available upon request.**

### **Notice Of ATM/Night Depository Precautions**

- Remember, there is safety in numbers. Whenever possible, have another person accompany you when using an ATM machine.
- Before approaching an ATM or Night Depository, be alert for any suspicious persons or circumstances. Should you observe or otherwise feel uneasy or uncomfortable with your surroundings, leave the area at once. Return at a later time or use another ATM. Report the suspicious circumstances to the authorities.
- Be ready to transact business at an ATM or Night depository. Where possible, prepare your transaction documents (i.e., deposit ticket) in advance.
- Memorize your Personal Identification Number (PIN). Do not write your PIN on the Card or leave your PIN in your wallet or purse. Protect the secrecy of your PIN. Do not lend your Card and PIN to someone else. Do not leave your Card in/at the ATM.
- Keep your Card in a safe place. Treat your Card as you would cash. Report a lost or stolen Card to us at once by calling **(813) 247-4414**.
- Prevent others from seeing you entering your PIN. Shield the transaction area with your body or hand.
- Mark each transaction in your Account register. Keep your receipts and compare them against your account statements.
- Be aware for con games. If anyone asks you to withdraw money for any reason, leave the area and contact the proper authorities.
- Upon completing your transaction, retrieve your Card and receipt, and leave the area at once. Do not count or otherwise visually expose any money received from the ATM.
- Continue to observe your surroundings for any suspicious persons or circumstances such as anyone following or approaching you.
- Always maintain a safe distance between you and any stranger. If you believe that you are being followed, you should go to the nearest place where there are people and contact law enforcement authorities.

The above disclosure is required to be given pursuant to Florida Statutes, Section 655.963. It is not intended to create any rights or duties as between the parties. The guidelines contained herein are not all inclusive. Users of ATMs should utilize such other precautions as may be appropriate under the circumstances.

### **Membership Expulsion Policy**

Because the Credit Union (CU) has been caused losses by members who failed to satisfy their financial obligations to the CU and such losses have an impact on the financial condition of the CU and result in higher rates for borrowing members and lower dividend rates for members' savings, the CU's Board hereby adopts the following policies:

- 1.No credit will be extended to any member who has caused the CU a loss unless: **a.** the loss has been repaid; or **b.** the loss is being repaid and there has been substantial repayment.
2. In addition to denial of future credit, other services previously available to the member will no longer be available to any member who has caused the CU a loss unless the loss has been or is being repaid in accordance with this policy. Special exceptions to this policy may apply to bankruptcies and reorganizations under Chapter 11, 12, or 13 of the Bankruptcy Code.
- 3.This policy shall apply whatever the reason for the loss.
- 4.Once a loss has been fully repaid, the member shall be eligible to receive credit and services in accordance with our policies and standards without our taking into consideration the fact that there had been a loss.
- 5.This policy applies to members who have loans "charged off" as losses or otherwise cause the CU a loss. "Losses" will not be restricted to losses occurring in a member's loan account, but will also include losses of any type (e.g., losses in loan accounts for which the member is a guarantor, losses in loan accounts for which the member is a co-maker, losses from unpaid Item fees, unpaid excessive share withdrawal fees, unpaid safe deposit box rent, and unpaid monthly service fees, etc.). "Loss" shall be defined in accordance with commonly accepted accounting and auditing standards, so that a loss occurred as follows: **a.** when a loss is recommended for charge-off, when a loss is determined to be uncollectible, or when a loss is charged off, whichever is earlier. **b.** at the time a Chapter 7 bankruptcy notice is received, even though the member might still be current in his/her payments, because the bankruptcy filing (absent agreement by the member to repay) ensures some loss to the CU unless the account is fully secured. **c.** in Chapter 13 bankruptcies and reorganization cases in Chapter 11 and 12, whether there is a loss for the purposes of this policy depends upon the extent to which the reorganization plan provides for repayment or the full balance (principal plus interest at the contract rate). **(i)** If the plan provides for full payment of all principal and interest at the contract rate, the member will not be considered to have caused a loss even if some installments are delinquent because of the filing of the petition and the operation of the plan. Any applicant for future credit before the plan is approved by the Bankruptcy Court will be reviewed on a case-by-case basis, but in no event will credit be extended before the Chapter 13 plan is approved by the Court without the approval of the Chapter 13 Trustee or Bankruptcy Judge. **(ii)** If the plan provides for full repayment of all principal without payment of interest, the loss of interest will be considered a loss for the purposes of extending future credit but will not be considered a loss for other purposes. In other words, no credit will be extended, but other noncredit-related services will remain available during the plan, as well as after successful completion of the plan. **(iii)** If the plan provides for less than 100% repayment of principal, the plan will be considered to have caused a loss as if the loss occurred in a chapter 7 bankruptcy.
- 6.If a member files bankruptcy and reaffirms his obligations to the CU such that the CU has not suffered any loss of principal or interest, the CU: **a.** shall not consider the bankruptcy to have caused a loss; and **b.** shall not consider the filing of that bankruptcy as an adverse credit indication.
- 7.The CU shall inform members, through their attorney, who have filed bankruptcy of the contents of this policy.
- 8.The CU shall inform Chapter 7 debtors, through their attorney, that they may enter into a reaffirmation agreement with the CU.
- 9.The CU shall refuse any offer to reaffirm any secured debt with the CU without the member reaffirming all unsecured debts, but instead the CU shall enforce its lien as soon as feasible to take possession of any collateral securing its debt. The CU shall not compromise on this position unless legal counsel advises otherwise, given the facts of a particular bankruptcy case.
- 10.If the member is repaying the loss in installments and applies for new credit before payment of the final installment, the application will be reviewed, and credit may be extended in whole or in part, in light of the relevant factors, including: **a.** the amount of the unpaid loss, **b.** the number and regularity of the installments made to date, **c.** the amount of credit requested and the purpose thereof, **d.** whether the credit requested is to be secured by collateral or co-makers, and **e.** whether the application is received, **(i)** before the member's discharge in Chapter 7 (in which case the member will be required to sign an enforceable reaffirmation agreement as to the remaining balance or balances due on the debt or debts included in the bankruptcy before credit is granted), or **(ii)** after the member's discharge (in which case the member will be required to make an informal written repayment statement appropriate for discharged debts indicating that the member is voluntarily repaying the debt before the credit is granted).
- 11.Prior to charging off a delinquent amount or at the first other opportunity, the CU shall exercise its lien rights against the shares and deposits of the member unless expressly prohibited by law.
- 12.In appropriate bankruptcy cases, the CU shall seek court protection of the CU's lien rights on pre-petition deposits. When the CU determines that it should seek to protect its lien rights on pre-petition deposits, the CU shall; **a.** freeze all pre-petition funds, **b.** immediately inform its legal counsel's office so that it may petition the Bankruptcy Court to protect the CU's right to setoff, and, **c.** not apply the funds to any amount owed to the CU until advised otherwise by legal counsel.
- 13.The CU shall refuse any payroll deduction deposit received after the date of the bankruptcy unless specifically provided for in the bankruptcy case and approved by legal counsel. Payroll deduction payments received after the date of the bankruptcy shall be returned to the member or handled as otherwise instructed by counsel.
- 14.The CU shall not return payments alleged to be preferences unless and until advised by counsel that such funds are to be paid to the Trustee.
- 15.This policy shall not apply to employees of the CU who have discharged a debt to any creditor under bankruptcy laws. The CU will not discriminate in any way against its own employees because of that employee's bankruptcy. Any employee of this CU will be treated as if he or she had not filed for bankruptcy. This paragraph supersedes any contradictory provisions of this policy.
- 16.Any member who causes a loss to the CU will be expelled pursuant to the CU Bylaws and this policy section.

### **Notices**

It is your responsibility to notify the Credit Union upon a change of address or name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union may accept oral notices of a change in address and may require any other notice from you to the Credit Union be provided in writing. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth in the Fee Schedule. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union.

Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address or Electronically via your email address provided when you signed up for E-statements. Notice to any one Account Owner is considered notice to all Owners of the Account.



# Universal Account Agreement

032010

## Privacy Disclosure and Opt-out Notice:

### Disclosure Of Your Financial Privacy Rights

We recognize our obligation to keep information about you secure and confidential. We restrict access 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. If you terminate your membership with us, we will not share information we have collected about you, except where permitted by law. This is our disclosure to our members.

**Term definition: We, our, and us,** means Tampa Bay Federal Credit Union. When we use the words you and your, we mean the members. An **affiliate** is a company we own or control. A **non-affiliated third company** is a company that is not an affiliate of ours. **Nonpublic personal information** means information we collect in connection with providing a financial product or service to you.

**Nonpublic personal information** does not include information that is available from public sources, such as telephone directories or government records. We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer-reporting agency.

We may disclose all the information that we collect, as described above. We may disclose nonpublic personal information about you to non-affiliated third parties as permitted by law. We may disclose all the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements, such as mortgage bankers, securities broker-dealers and insurance agents. We may disclose nonpublic personal information about you to the following types of third parties that are not affiliates:

- Non-financial companies, such as motor vehicles/boat dealerships, retail companies, charities, loan payoff information to merchants and other financial institutions, etc; and
- Others, such as non-profit organizations.

**If you prefer that we do not disclose nonpublic personal information about you to the type of entities described in the above immediate paragraph, you may opt-out of those disclosures; that is, you may direct us not to make those disclosures. For joint accounts, an opt-out request submitted by one party will apply to all parties on the account. If you wish to opt-out of disclosures to these non-affiliated third parties, you should remove the opt-out form on page 39, check the box where indicated and mail it to us at the following address:**

Opt-Out  
 Tampa Bay Federal Credit Union  
 P.O. Box 7492  
 Tampa, Florida 33673-7492

Cut Here \_\_\_\_\_ Cut Here \_\_\_\_\_ Cut Here \_\_\_\_\_ Cut Here \_\_\_\_\_ Cut Here \_\_\_\_\_

Opt-out - I hereby exercise my right to not have you share information with the above-mentioned non-affiliated third parties.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Account Number \_\_\_\_\_ Date (00/00/00) \_\_\_\_\_