

TAMPA BAY FEDERAL CREDIT UNION

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## Universal Account Agreement

Information in this Agreement is accurate as of

January 1, 2025.

More detailed information is available upon request.

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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.**

### **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 Membership Application/ Account Card/ Account Owner and Beneficiary Addendum/ or Member Account Agreement 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 "Debit Card" means the Credit Union's MasterCard® card and any duplicates and renewals we issue. Everyone who receives, signs, or uses a 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 that you must use in conjunction with the Debit Card or Touch Tone Teller Banking. The term "Touch Tone Teller (TTT)" means the Credit Union's telephone/audio response system. The term "ITM" means the interactive teller machine available for your use. 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. The term "actual balance" means the balance in your account including funds on hold due to ACH postings/debit card purchases/deposits/delinquent or overdrawn accounts. The term "available balance" means the funds that are available to clear items or make withdrawals and does not include the funds on hold.

### **Agreement**

By signing the Membership Application /Account Card/ Account Owner and Beneficiary Addendum/or Member Account Agreement, you hereby make an 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.

We may change this Agreement at any time. We may add new terms. We may delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services. We ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we change this Agreement, the then- current version of this Agreement supersedes all prior versions and governs your account. If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in this Agreement. The changes will be effective on the date that the Board of Directors specify or as otherwise required by law. 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.

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. We reserve 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. Accounts are federally insured by the National Credit Union Share Insurance Fund subject to federal laws and regulations. All your agreements and transactions with us are also governed by various applicable federal and state laws and regulations. Applicable laws shall include: any and all rules of the United States and MasterCard Bylaws and regulations, NACHA (The National Automated Clearing House Association) Operating Rules, network operating regulations, and any and all laws of the applicable state as it relates to your account, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

### **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. If you are an owner, partner, principal, shareholder, or member of an entity, that entity may also join as a member of the Credit Union and have its own accounts if it is principally comprised of people who are eligible for membership at the Credit Union. Before opening the account, we may require any signer to provide proper evidence that the entity is lawfully formed (e.g., by submission of articles of incorporation, partnership agreement, business license, etc.), and to establish both his or her authority to act as a signer for the entity (e.g., notarized board resolution, partnership letter, etc.) and his or her identity as a signer of the entity.

#### **Identification and Authorization to Obtain Information**

To help the government fight the funding of terrorism and money laundering activities, and to protect you against Identity Theft, 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 legal name; mailing and physical residential address; date of birth; your social security number or other government identification number; and other information that will allow us to identify you. You must tell us when this information changes. We will require that you provide us with your current driver's license or other government issued identifying documents. We may require one or more forms of unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded. You must notify us of any name, address or other information changes. We may require that you provide such changes in writing to us. If we attempt to locate you, we may impose a fee as disclosed in the Fee Schedule or other applicable agreement. 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.

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

When you open an account, we are required to obtain – and each U.S. citizen or resident alien must give us – a certified U.S. Taxpayer Identification Number (TIN) and information regarding your backup withholding status. When you apply for an account, you certify that you have provided the correct TIN for the account holder and the correct backup withholding status.

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. Backup withholding is not an additional tax. You should claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

If you fail to provide your TIN, we may suspend opening your account.

For individual accounts, the TIN is your Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN). For individual accounts with more than one owner, we report taxpayer information for the person listed first in our records. If you are a nonresident alien individual or entity, you are generally exempt from information reporting and backup withholding, with some exceptions (including Canadian residents and interest income effectively connected with the conduct of a trade or business in the United States). As an exempt foreign person or entity, you must provide the address of your permanent foreign residence or the entity's principal foreign office on the Form W-8 that you give to us. For accounts with multiple owners, all owners must certify their status as foreign persons.

You must renew your status as an exempt foreign person or entity prior to the end of the third calendar year following the year in which you last certified your status. If you fail to renew your status by the last day of the fourth calendar year, your dividend, interest and certain other payments are subject to backup withholding. Some limited exemptions from this renewal process exist. If you become a U.S. citizen or resident after opening your account, you must notify us within 30 days and provide us with your certified name and TIN.

For more information or to determine how this information applies to you, consult your U.S. tax advisor.

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

To the extent you owe the Credit Union money as a borrower, guarantor, and 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. We may place an administrative freeze on your account/s in order to protect our statutory lien rights. 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. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under

federal or state law if given as security. All accounts are non-assignable and nontransferable to third parties.

### **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.

You must complete payment of one share in your primary savings account as a condition of admission to membership.

**Credit union services, including, but not limited to, ATM, Debit Card, Courtesy Pay, Shared Branching, Online Banking and Touch Tone Teller Telephone Banking are privileges of membership and may be suspended or revoked at the discretion of the credit union any time the credit union determines that an account, loan or other relationship you have with us is not in good standing. Failure to maintain the good standing of any relationship you have with us may result in the suspension or revocation of any and all credit union services and/or membership privileges.**

**Any behavior that the credit union considers disruptive to credit union operations may also result in limitation or termination of services as well as denial of access to credit union facilities. Expulsion from membership may occur in accordance with credit union procedure and applicable law.**

### **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.

#### **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 owners are 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 Share Certificates or 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 except as required by law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing.

#### **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 beneficiary of the custodial property in the account. 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.

#### **Business Accounts**

An authorized signer on a Business Debit Card 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, unless required by law. 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.

#### **Share Account Types**

##### **Primary Share (Savings) Account**

This type of 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 of account. Joint Account Holders of this type of account are not eligible to vote.

##### **Special Purpose and Holiday Club Share (Savings) 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.

##### **Sub Accounts**

Except for Individual Retirement Accounts and Share Certificates opened under the Primary Share Account, all sub Account(s) 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.

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

Traditional, Roth and Coverdell 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 our Board of Directors elect to call the Certificate for payment on any date by mailing notice of such intention to you at least ten (10) days prior to such date. In the event we either receive or give notice of an intention not to renew or call the Certificate due 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 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 Fee Schedule, rate section on our website, and appropriate Member Service Brochures 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. We shall not be obligated to notify you that a noncash Item has been dishonored or not otherwise been collected. 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 fee as disclosed in the Fee Schedule 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.

### **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."

### **Truth-In-Savings Account Fees**

You agree to pay certain Account fees in accordance with the Fee Schedule provided to you at account opening. You agree that the Fee Schedule may be amended from time to time (also located at [tampabayfederal.com](http://tampabayfederal.com)). Advance notice of these changes will be provided as required by law. 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. If funds are not available in your share account, we reserve the right to collect this fee through another suffix, an advance on your loan or credit card. We do not charge for direct deposits to any type of account. We do not charge for preauthorized payments from any type of account.

### **Dividends**

The Dividend Rates and the corresponding Annual Percentage Yields (APY) posted on the Rate Bulletin provided are set by the Board of Directors (prospectively) and is subject to change as follows: Money Market and IRA Share accounts are variable rate accounts and rates are subject to change daily. All other share accounts are variable rate accounts with rates subject to change each dividend period. Dividends for all share 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 Certificates 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, online banking, ACH or telephonic order or instruction during any month. 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, 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."

### **Overdraft Protection**

If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. Although we are under no obligation to pay any item which exceeds the fully paid and collected share available balance in this Account, we may, at our option, treat such item as a request for a withdrawal to pay an Item from other Share Accounts owned by you, and are part of the same Account as this Share Draft Account. 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. We shall not be obligated to notify you that a noncash Item has been dishonored or not otherwise been collected. We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals. We understand that the unexpected can occur, and even some times you may miscalculate how much is available in your checking account. We offer you extra levels of protection to help eliminate the embarrassment or inconvenience situations like this can cause. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

### **Overdraft Transfer Plan**

All members are eligible for our overdraft transfer protection plan. When you open your checking account we link your primary savings account to your checking account to automatically cover overdrafts. You may link other accounts such as money markets, special savings or other accounts you may be joint on for this type of overdraft protection as well by request. We recommend you use funds in your accounts for your first level of overdraft protection to avoid other fees.

### **Courtesy Pay**

As a complement to the Overdraft Transfer plan, our standard overdraft practices include Courtesy Pay. Courtesy Pay is not a line of credit. Courtesy Pay is an overdraft protection fee based service that allows us, at our discretion, to overdraft your account and pay items or transactions generally up to a maximum of \$500.00 that may normally be returned or denied. The \$500 maximum is a set limit (static) and no additional items will be paid until the account is brought within the \$500.00 maximum. For accounts that qualify, the service is available to members in "good standing" and whose primary share account has been open at least 90 days, and checking account at least 90 days. Whether we pay through Courtesy Pay or return an item, your account may be assessed a fee, either as a Courtesy Pay charge or a Non-Sufficient Funds charge. Refer to our Fee Brochure for more information about these and related fee charges. There is no application or enrollment process for Courtesy Pay service for checks or ACH debits. If eligible, you automatically receive this benefit unless you notify us that you do not wish to participate. We also offer Courtesy Pay for ATM and one-time, everyday debit card transactions. We do not automatically enroll you in Courtesy Pay for these type transactions. You must notify us to enroll you in Courtesy Pay for ATM and everyday debit card transactions. You can also enroll via Online Banking. Information regarding re-presentments procedure may be found in the Posting Order section below.

### **Posting Order**

There are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. Deposits (and credits) are generally posted to your account when we receive and process them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure provided at the time you opened your account for details regarding the timing and



availability of funds from deposits. Debits (payments from your account). There are several types of debit transactions. Common debit transactions are Checks, ACH Payments, PIN Based Debit Card Purchase Transactions, and Signature-Based Debit Card Purchase Transactions. There are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

**Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.

**ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt.

**PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account

immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.

**Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold for the first business day on funds in your account when the authorization is completed. This is referred to as an "authorization hold." An authorization hold will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received. The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction posting to your account. During the delay, intervening transactions may impact the available balance in your account. It is important to keep in mind that we check your available balance both at the time the merchant's authorization request is received and again when the transaction settles and posts to your account. If your available balance is insufficient to cover the amount of the merchant's authorization request, we will decline the request. If your available balance is sufficient to cover the merchant's authorization request, the request will be approved, and an authorization hold in the amount of the request will be placed on your account for the first business day. The transaction will be subsequently processed by the merchant and submitted to us for payment. If the transaction settles and posts to your account at a time when the available balance is insufficient to pay the transaction without causing an overdraft (i.e., posting the transaction results in an available balance of less than \$0), we will charge you a fee for overdrawing your account, even though the available balance in your account was sufficient to cover the transaction at the time it was authorized. When processing items drawn on your account, our practice is to process and post deposits and other credits and checks and other items to your account on the day we receive the files or transactions, in the order presented. If more than one file is received in any given day, each file is treated separately. 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. When you do not have enough available funds to cover all of the items presented that day, some processing and posting orders can result in more insufficient funds items and more overdraft and returned item fees than other orders. In addition, a declined item may be re-presented by payee of the item. We do not monitor or control if and when an item is re-presented. Subsequent presentments may result in multiple overdraft fees for the same item.

### **Understanding Your Account Balance**

Your share draft account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use and is the most current record we have about the funds in your account. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds based upon pending debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. Your available balance is updated throughout the day as transactions are posted. We use your available balance to determine whether there are sufficient funds in your account to pay

items, including checks and drafts, as well as ACH, debit card and other electronic transactions. If you have enrolled in our Courtesy Pay service, this may be taken into consideration in authorizing or paying certain items as well. (Please refer to Courtesy Pay section above in this agreement for more information.) Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. If a merchant obtains a prior authorization on funds but fails to submit a one-time debit transaction within three business days of that authorization, we must release the authorization hold. The available balance will not reflect this one-time debt transaction once the hold has been released, but the transaction may still post to the account. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction. Your available balance is displayed in mobile app, online banking, Touch Tone Teller and on your receipt. You may also check your available balance by visiting a credit union service location or calling us.

**Example 1:** You have an actual balance of \$505.00 and an available Account balance of \$500.00. A check for \$500 is deposited and \$225 is made available immediately and the other \$275 is placed on a 2 business day hold. The available balance would be \$725 and the actual balance would be \$1,005.00. Items presented in any manner above would be paid or approved based on the available balance of \$725.00.

**Example 2:** You have an actual balance of \$50 and an available balance of \$40. You used your debit card at a restaurant to buy lunch for \$20, and the merchant asked us to pre- authorize the payment. In that case, we will put a "hold" on your account for \$20. Your actual balance would still be \$50 because this transaction has not yet posted, and your available balance would be \$20 because you have committed to pay the restaurant \$20 and the "hold" is in place. The restaurant submits the transaction for payment within the "hold" period we will post the transaction to your account, and your actual balance will be reduced by \$20.

**Example 3:** You have an actual balance of \$105 and an available balance of \$100. You used your debit card to purchase goods at a store for \$50 last week yet the merchant has not yet submitted the transaction for payment and the authorization "hold" has expired so your available balance is showing \$100 instead of \$50 when the "hold" was in place. Now a check has cleared your account for \$60 and your available balance is now \$40. The \$50 debit card transaction from the store now comes through to your account. We must honor our prior authorization to the store and your account will now be overdrawn by \$10 (and we may charge you a Courtesy Pay fee if you have opted in for this service). Negative balance fee may apply if the balance remains negative.

### **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 we are open. 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. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. 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. Some checks and drafts contain restrictive legends or similar limitations on the

front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

A proper endorsement for mobile deposits is required for acceptance. All items must contain the words "for TBFCU Mobile Deposit Only", your account number, and your signature.

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 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.

### **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. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

### **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 in the longer holds may apply section, the following types of deposits are available no later than first (1st) 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**

If your deposit is made by Mobile Remote Deposit, or at a TBF Branch or Shared Branch location, the first \$225.00 from a deposit of checks will be available on the first (1st) business day after the day of your deposit. The remaining funds will be available on the second (2nd) business day after the day of your deposit. For example, if you deposit a local check of \$700 on a Monday, \$225 of the

deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

### **Automated Teller Machine (ATM) Deposits**

Unless a longer hold applies as described below, the first \$225 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 (2nd) business day after the day of your deposit. All ATMs/ITMs that we own or operate are identified as our machines. The balance of deposits (cash or checks) made at automated teller machines (ATMs/ITMs) we do not own or operate will not be available until the fifth (5th) 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 \$5,525 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 (1st) business day following the day of deposit. We will tell you the reason and when the funds will be available. Funds will be generally available no later than the seventh (7<sup>th</sup>) business day after the day of your deposit.

### **Special Rules for New Accounts**

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

1. The first \$5,525.00 from a deposit of U.S. Treasury checks will be available on the first (1st) business day after the day of your deposit. The excess over \$5,525.00 will be available on the ninth (9th) 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 (1st) business day after the day we receive the transfer.
3. Funds from deposits of cash and the first \$5,525.00 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 (1st) 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 \$5,525.00 will be available on the ninth (9th) business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,525.00 will not be available until the second (2nd) business day after the day of your deposit.
4. Funds from all other items will be available no later than the eleventh (11th) business day after the day of your deposit.

### **Mobile Remote Deposit Services**

You agree that electronic images submitted via mobile remote deposit are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. For purposes of determining the availability of funds, checks deposited via the services are considered received by the Credit Union when we notify you of receipt of the image by an email transmitted to the email address you have provided to us. You understand that we may make provisional funds available sooner depending on factors we, in our sole discretion, deem relevant, including but not limited to your account history and relationship with Tampa Bay Federal. You also understand that credit is provisional until settlement is final.

### **Substitute Checks and Your Rights**

#### **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).

#### **Stop Payments**

Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. You may request that we stop the payment of a draft you have written or transaction pre-authorized. Here is how: Call us at (813) 247-4414, through online banking, or write us 3815 N. Nebraska Ave, Tampa, FL. 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 draft 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 payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

#### **Funds Transfers**

FedWire is the electronic funds transfer system of the U.S. Federal Reserve Banks. When you send a payment order or receive a funds transfer, we or other banks involved in the funds transfer may use FedWire. If any part of a funds transfer is carried out by FedWire, your rights and obligations are governed by Regulation J of the U.S. Federal Reserve Board. From time to time, originators that you authorize may send Automated Clearing House (ACH) credits or debits for your account. For each ACH transaction, you agree that the transaction is subject to Article 4A of the Universal Commercial Code and the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ach transaction.

#### **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. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the 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 made available and immediately notify us of any discrepancy or error. If you fail to notify us within fourteen (14) days after the statement is made available 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. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. 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 liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account. 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.

#### **International ACH Deposits/ Hold on Funds**

IAT - International ACH Transaction (IAT) or IAT Entry means a credit or debit Entry that is part of a

payment transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States. You acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from your account(s) is identified and designated by the Financial Institution's screening criteria for review and examination under the OFAC Rules and Regulations, then the settlement of such an IAT entry may be delayed or suspended pending the Credit Union's review of the IAT entry, and may be terminated under applicable OFAC Rules. You acknowledge that the credit union may be required to place an indefinite hold on the funds covered by the IAT entry if the IAT entry is required to be terminated under the OFAC Rules. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT entry is delayed or terminated, the Credit Union will provide you such notice as may be required by the OFAC Rules<sup>1</sup> or NACHA Rules<sup>2</sup>, or other applicable laws and regulations. We may add a fee, as disclosed in the Fee Schedule, for processing an IAT transaction. OFAC Rules<sup>1</sup> are economic and trade sanctions administered and enforced by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury to prevent "prohibited transactions" based on U.S. foreign policy and national security goals against targeted foreign states, organizations, and individuals. NACHA RULES<sup>2</sup> is an annual publication issued by the National Automated Clearing House Association (NACHA) incorporating the rules and regulations that govern the use of the ACH Network in which all ACH participants must comply.

### **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 market 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.

### **Account Access**

#### **Touch Tone Teller (TTT) Telephone**

You may access your account by telephone by using your personal identification number, a touch tone phone, and your account number(s), to:

- Transfer funds between share checking, regular share, special saving(s) money market account(s) or loan(s)
- Make payments to share checking, regular share, money market account(s) or loan(s)
- Get information about the account balance of share checking, regular share, special saving(s) money market account(s) or loan(s)

#### **Online Banking/Mobile Banking**

You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law. You may access your account(s) by computer using your user name/account number, and internet access to [Tampabayfederal.com](http://Tampabayfederal.com) to:

- Transfer funds between checking, savings, special saving(s) 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 Schedule)
- Online Banking requires Multifactor Authentication (MFA)- you can elect to receive a text message or a voice call with a code to access your Online Banking account.

#### **Debit Card Access**

You may access your account(s) by ATM using your MasterCard® 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 in a 24 hour period
- 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.
- Get cash advances from lines-of-credit
- 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)
- Change PIN

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® 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**

We may limit you to make no more than 15 transactions per day, 12 purchases and 3 cash advances when using your card.

#### **ATM Fees**

##### **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).

**Foreign Transactions** - Purchases and cash advances made in foreign countries and/or foreign currencies will be billed to you in U.S. Dollars. The conversion rate to dollars will be determined in accordance with the operating regulations established by Mastercard U.S.A. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is either (A) the wholesale market rate or (B) the government-mandated rate in effect for the applicable central processing date in each instance. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. All transactions initiated in a foreign country or foreign currency, (including online/internet transactions) a transaction fee of 1% of the transaction amount in US dollars will be assessed.

#### **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, interactive 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, the deposit can be verified by calling Touch Tone Teller, accessing online banking or mobile banking.

##### **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. You must tell us the exact amount of the payment you have stopped, as well as other identifying information which we will request. We may charge you a fee for each stop payment order you give. If we require written confirmation and do not receive it, we may remove the stop payment order after 14 days.



### **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 or interactive 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:

7. Where it is necessary for completing transfers; or
8. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
9. In order to comply with a government agency or court order; or
10. As explained in a separate Privacy Disclosure.

#### **Unauthorized Transfers**

You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement. 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. 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). If you tell us within two 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/code without your permission. 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.

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 made available 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. Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting

**Consumer Liability.** For use of a MasterCard® Card your liability (when it is not used with a personal identification number) will not exceed:

- \$0 if the conditions set forth below have been met, or
- 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:

- You report the loss or theft within 24 hours of discovering it lost or stolen;
- You can demonstrate that you have exercised reasonable care in safeguarding your card from loss or theft;

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:

- Cardholders must exercise reasonable care in safeguarding the card from risk of loss or theft
- Upon becoming aware of loss or theft, cardholders must promptly report it to the issuer

#### **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 below, 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts we may take up to 20 business days to credit your account for the amount you think is in error. 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.

**Where to reach us:**

Tampa Bay Federal Credit Union  
Digital Services  
3815 North Nebraska Ave  
Tampa, Florida 33603  
(813)247-4414

Business Days are Monday through Friday, excluding Federal Holidays

More detailed information is available at [TampaBayFederal.com](http://TampaBayFederal.com) or upon request.

**Notice of ATM/ITM/**

Remember, there is safety in numbers. Whenever possible, have another person accompany you when using an ATM/ITM machine.

Before approaching an ATM or ITM, 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/ITM. Report the suspicious circumstances to the authorities.

Be ready to transact business at an ATM/ITM or. 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/ITM.
- 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 of con games. If anyone asks you to withdraw money for any reason, leave the area and contact the proper authorities.
- After completing your transaction, be sure to put away your card, cash and transaction record before exiting the ATM/ITM area. Count the cash later in the safety of your locked car or home.
- 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.

**Communications**

**Statements**

The Credit Union will periodically send statements to members who have checking accounts; electronic fund access activity such as direct deposit, debit or ATM/ITM 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 balances. The Credit Union may choose to periodically send statements to members who do not have one of the above relationships or the above account activity; however we are 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 only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement. 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 33 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. 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. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

#### **Notices**

We may send notices, statements and other communications regarding your account to you at the electronic or street address we have in our records for your account. You agree to notify us if you change your address. If the United States Post Office or one of its agents tells us that your address has changed: we may change your address on our records to the address specified by the Post Office; and we may send notices, statements and other communications regarding your account to that new address. The Credit Union may accept oral notices of a change in address or may require any notice from you to the Credit Union be provided in writing. When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of a change in our service centers or on our website. Otherwise, we mail the notice to you at the address we currently show for your statement or, if we have agreed on this method, we provide it to you electronically.

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.

#### **Telephone Calls**

By joining you agree Tampa Bay Federal, its affiliates, agents, assignees and service providers may deliver advertisements or telemarketing messages using an auto-dialer or an artificial or prerecorded voice to any cellular phone number that you provide now or in the future and that is associated with my accounts. These numbers include but are not limited to: cellular phones, wireless telephone numbers, and/or other wireless devices, regardless of whether you incur charges as a result. Tampa Bay Federal Credit Union, its affiliates, agents, assignees and service providers may contact me using the following methods: text messages, pre-recorded/artificial voice messages, and/or use of an automatic dialing system, as applicable.

You also agree that you are the subscriber of all telephone numbers provided to Tampa Bay Federal Credit Union. Standard rates and fees may apply from your telephone provider. You understand that you are not required to provide consent as a condition of receiving any service from the credit union, and that you have the right to revoke consent of the credit union to contact my cellular number for marketing and/or advertisement purposes, on any and all telephone numbers provided at any time. You may revoke that consent either by sending a secure message on the credit unions online banking portal or by notifying the credit union through any other reasonable means.

Furthermore, when you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number" includes a cell phone number and "calls" include both telephone calls and text messages to or from your phone or cell phone.

As examples, we may place calls to you about fraud alerts, deposit holds, amounts you owe us (collection calls) on your account, and other opportunities to potentially improve your financial well-being. When we place calls to you, we may use text, or prerecorded messages. You authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so. You consent and agree in advance to these terms and conditions.

#### **Text Services**

Tampa Bay Federal CU offers text messaging services via SMS. Enrollment requires you to opt in on our website (TampaBayFederal.com) and provide a mobile phone number. The mobile phone number's verification is done by your receiving an SMS message. Standard messaging charges apply. You will be allowed to opt out of this program at any time.

#### **Email**

The Credit Union may contact you by email for account notifications or marketing purposes. You may opt out of email through the unsubscribe link on email communications. Opt-Out may end all email through this channel. Any email provided to the credit union may be used for communications.

#### **Other Terms and Services**

##### **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.

##### **Code Word**

You or we may request a code word (sometimes referred to as password) to help us identify you when you transact certain business with us. However, allowing you to have this code word or password 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.

##### **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 power of attorney presented to us to our attorneys for review and that any delay caused by such review is reasonable under the circumstances.

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

An Account is considered dormant when there has been no activity other than dividend postings during the past twelve months. An Account is considered inactive when there has been no activity for the past 12 months and the balance in the Account falls below \$5.00. Unless prohibited by applicable law, the Credit Union may charge a fee for continuing to process your dormant or inactive Account as set forth in the Fee Schedule. You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. The Credit Union will notify you, as required by law, at your last known address. 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. 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. 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. 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. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

### **Death or Incompetency of Account Owner**

You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis. If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency prior to honoring such instructions. When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the successor. If a deposit – including salary, pension, Social Security and Supplemental Security Income (SSI) – payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer. 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. This Agreement will be binding upon any heirs or legal representatives of any account owner.

### **Governing Law**

This Agreement is governed by the Bylaws of the Credit Union, federal and the State of Florida laws and regulations, 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 Account Information Notice**

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement. After providing this notice, additional negative information may be submitted without providing another notice. We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

### **Unlawful Internet Gambling Enforcement Act (UIGEA) Notice**

This notice is to inform you that transactions that are restricted under the Unlawful Internet Gambling Enforcement Act (UIGEA) are prohibited and should not be processed through your account at Tampa Bay Federal Credit Union. "Unlawful Internet gambling means to place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made." The Credit Union understands that online state lotteries, horse racing and fantasy football are not considered illegal under the statute. We have the right to refuse a transaction which we reasonably believe involves Internet gambling or illegal activities. You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling

or other illegal activities

### **Binding Arbitration Notice**

To the extent permitted by law, any controversy or claim arising out of or relating to this Agreement and/or Account, including any loan, except a mortgage loan, shall be settled by binding arbitration regardless of the dispute or the facts underlying or giving rise to that dispute. Disputes include claims made as part of a class action, private attorney general, or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Any and all arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Disputes also include claims relating to this arbitration agreement's enforceability, validity, scope, or interpretation. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration agreement in the broadest way the law will allow it to be enforced. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not correctly named at the time the claim is made.

The arbitration shall be administered by the American Arbitration Association, in accordance with consumer rules in affect at the time the claim is filed. You further agree that any such arbitration shall take place in Hillsborough County, Florida. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Any judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. The parties expressly waive any ability to maintain a Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties agree that the courts with exclusive jurisdiction shall be the applicable court located in Hillsborough County, Florida. The Parties understand that they may have had the right to be a party to a class or representative action. However, they understand and choose to have any claims decided individually through an arbitration.

THIS MANDATORY ARBITRATION PROVISION SHALL SURVIVE THE CLOSING OF YOUR ACCOUNT AND/OR MEMBERSHIP AND THE TERMINATION OF THIS AGREEMENT. NO PROVISION OF THIS AGREEMENT, NOR THE EXERCISE OF ANY RIGHT UNDER THIS AGREEMENT, SHALL WAIVE THE ARBITRATION REQUIREMENT, OR LIMIT THE RIGHT OF EITHER PARTY 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 PERMISSIBLE SELF-HELP REMEDIES, SUCH AS SETOFF; (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; OR (4) TO PROCEED WITH COLLECTION OF AMOUNTS OWED BY YOU TO US IN CONNECTION WITH THIS AGREEMENT THROUGH ALL OTHER LEGAL METHODS, INCLUDING BUT NOT LIMITED TO, PROCEEDING TO COURT TO OBTAIN JUDGMENT. ADDITIONALLY, NOTWITHSTANDING THE FOREGOING, THIS SECTION IS NOT INTENDED TO APPLY TO CLAIMS ARISING IN CONNECTION WITH A CONSUMER CREDIT TRANSACTION SECURED BY A DWELLING (INCLUDING A HOME EQUITY LINE OF CREDIT SECURED BY THE CONSUMER'S PRINCIPAL DWELLING), OR OUR EXTENSIONS OF CONSUMER CREDIT TO "COVERED BORROWERS" AS SUCH TERM IS DEFINED IN THE MILITARY LENDING ACT.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH ARBITRATION. IF THE PARTIES, PURSUANT TO AN EXCEPTION EXPRESSLY PROVIDED HEREIN, PROCEED TO LITIGATION, THE PARTIES EXPRESSLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.

IF AAA IS UNABLE OR UNWILLING TO HANDLE THE CLAIM FOR ANY REASON, THEN THE MATTER SHALL BE ARBITRATED BY A NEUTRAL ARBITRATOR SELECTED BY AGREEMENT OF THE PARTIES (OR, IF THE PARTIES CANNOT AGREE, SELECTED BY A COURT IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT). THE NEUTRAL ARBITRATOR SELECTED BY THE PARTIES OR THE COURT SHALL APPLY THE FEDERAL RULES OF EVIDENCE AND THE FEDERAL RULES OF CIVIL PROCEDURE CONCERNING DISCOVERY, EXCEPT THAT THE CLASS ACTION WAIVER SET FORTH IN THIS AGREEMENT IS SPECIFICALLY ENFORCEABLE NOTWITHSTANDING ANY FEDERAL RULE OF PROCEDURE TO THE CONTRARY.

**MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree that we may monitor and record such communications without your approval or further notice to you.

**LEGAL PROCESS** - 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, as permitted by law. 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.

**SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**ENFORCEMENT** - You are liable to us for any losses, costs, or expenses we may incur resulting from your breach of this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

**Privacy Policy**

**WHAT DOES TAMPA BAY FEDERAL CREDIT UNION 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?** At Tampa Bay Federal Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by Tampa Bay Federal Credit Union. This notice explains what types of member information we collect and under what circumstances we may share it.

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

- Social Security number and account balances
- Payment history and transaction history
- Credit history and income

When you are no longer our member, we continue to share 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 Tampa Bay Federal Credit Union chooses to share; and whether you can limit this sharing

Reasons we can share your personal information	Does Tampa Bay Federal Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

**QUESTIONS?** Call us at: Local (813) 247-4414 ext. 7606 or Nationwide (800) 380-8880; visit our website at [www.tampabayfederal.com](http://www.tampabayfederal.com); or write to us at: Tampa Bay Federal Credit Union, 3815 North Nebraska Ave, Tampa, FL 33603.

<b>What we do</b>	
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<p><b>How does Tampa Bay Federal Credit Union protect my personal information?</b></p>	<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><b>How does Tampa Bay Federal Credit Union collect my personal information?</b></p>	<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>• make deposits or withdrawals from your accounts</li> </ul> <p>We also collect your personal information from others, including credit bureaus or other companies.</p>
<p><b>Why can't I limit all sharing?</b></p>	<p>Federal law only gives you the right to limit information sharing as follows:</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 non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

All the above categories exclude text messaging originator opt in data and consent;

This information will not be shared with any third party.

Definitions	
<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Tampa Bay Federal Credit Union does not share with our affiliates.</li> </ul>
<p><b>Non-affiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Tampa Bay Federal Credit Union does not share with non-affiliates so they can market to you, except for our joint marketing arrangements.</li> </ul>
<p><b>Joint marketing</b></p>	<p>A formal agreement between Tampa Bay Federal Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include financial service providers and insurance companies.</li> </ul>

