

MEMBER HANDBOOK

IMPORTANT NOTICE

The documents contained in this booklet are your permanent copies of *FAIRWINDS* Credit Union's Membership and Account Agreement and certain important notices and disclosures. Please keep them for your records. The list of items contained in this Member Handbook is shown below for your reference.

IMPORTANT INFORMATION ABOUT

PROCEDURES FOR OPENING A NEW ACCOUNT
PRIVACY NOTICE
MEMBERSHIP AND ACCOUNT AGREEMENT
ARBITRATION AND WAIVER OF JURY TRIAL AGREEMENT
FUNDS AVAILABILITY POLICY DISCLOSURE
ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

fairwinds.org

3087 N. Alafaya Trail, Orlando, FL 32826

Effective: June 23, 2025

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

WHAT DOES FAIRWINDS 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?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security Number and Income • Mortgage Rates/Payments • Account Balances and Payment History • Credit History and Credit Scores When you are *no longer* our member, we continue to share your information as described in this notice.

How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their member's personal information; the reasons *FAIRWINDS* Credit Union chooses to share; and whether you can limit this sharing.

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

To limit our sharing	Mail the form included on this notice. **Please note:** If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions? Call 800.443.6887 or go to www.fairwinds.org

<table>
<tr><td colspan="3">Mail-in Form</td></tr>
<tr><td colspan="3">Mark what you want to limit:
☐ Do not allow your affiliates to use my personal information to market to me.</td></tr>
<tr><td>Name:</td><td></td><td rowspan="4">Mail to:
FAIRWINDS Credit Union
Attn: Member Services
3087 N. Alafaya Trail
Orlando, FL 32826</td></tr>
<tr><td>Address:</td><td></td></tr>
<tr><td>City, State, Zip:</td><td></td></tr>
<tr><td>Phone Number:</td><td></td></tr>
</table>

Who we are	
Who is providing this notice?	*FAIRWINDS* Credit Union
What we do	
How does *FAIRWINDS* Credit Union protect my personal information?	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.
How does *FAIRWINDS* Credit Union collect my personal information?	We collect your personal information, for example, when you: • Open Accounts or Deposit Money • Pay your bills or apply for a loan • Use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. *Our affiliates include financial companies with a "FAIRWINDS" name, such as FAIRWINDS Insurance Services, LLC.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. *FAIRWINDS Credit Union does not share information with non-affiliates so that they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include insurance companies, financial advisors and securities brokers.

MEMBERSHIP AND ACCOUNT AGREEMENT

This agreement covers the rights and responsibilities concerning your accounts and the rights and responsibilities of *FAIRWINDS* Credit Union. In this agreement, the words "you" and "your" mean anyone who signs an Application for Membership. The words "Credit Union", "we", "us", and "our" mean *FAIRWINDS* Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union.

By signing an Application for Membership, each of you, jointly and severally, agrees to the terms and conditions in this Agreement, any Member Service Request, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Service Charge Schedule, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure, any Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time. These documents collectively govern your Membership and accounts.

Consent to Contact - You agree we and our third-party vendors (including debt collectors) may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account, prevent fraud or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages and/or use of an automatic dialing device. You may withdraw the consent to be contacted at your wireless telephone number(s) at any time by written notice to us at *FAIRWINDS* Credit Union, 3087 N. Alafaya Trail, Orlando, FL 32826, by email to member_services@fairwinds.org, by telephone at 800.443.6887 or by any other reasonable means. If you have provided or provide a wireless telephone number(s) to us in connection with your accounts, or any of them, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you provide to us. You agree to indemnify us and our third-party vendors, and hold us and our third-party vendors harmless, from and against any and all losses, claims, damages, liabilities, costs or expenses (including any attorneys' fees) that arise out your breach of any of the foregoing representations and agreements.

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

1. MEMBERSHIP ELIGIBILITY – To join the Credit Union you must meet membership requirements, including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your present and continuing eligibility for the accounts you request and otherwise in connection with services you request.

2. INDIVIDUAL ACCOUNTS – An individual account is an account owned by one member (individual, corporation, partnership, trust or other organization). If a natural person member dies, the interest passes, subject to applicable law, to the member's estate or Payable on Death (POD) beneficiary, subject to (i) other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of a member or member's agent prior to notice of a member's death, (ii) any security interest or pledge granted by the member and (iii) our statutory lien rights.

3. JOINT ACCOUNTS – A joint account is an account owned by two or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Application for Membership, a joint account includes rights of survivorship. We are not bound by any attempt by you to change the account ownership to anything other than a joint tenancy with right of

survivorship, including "tenants by the entirety" or "tenants in common." This means when one account owner dies, all sums in the account will pass to the surviving account owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any account owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each member guarantees the signature of any other member(s). Any account owner may perform transactions without the consent of any other account owner. This may include, but is not limited to, withdrawing all funds, stopping payment on items, transferring or pledging to us all or any part of the shares. We have no duty to notify any owner(s) about any transaction. The member under whose membership an account is opened and maintained shall have the right to remove any or all joint owners from any joint account. Joint owners other than the member under whose membership an account is opened and maintained shall have no right to remove any joint owner from a joint account. Any joint owner removed from a joint account shall have no further interest or rights in or to the accounts or the assets thereof. The removal of any joint owner shall not affect the validity of any statutory or consensual liens created by any or all joint owners prior to the date of removal of any joint owner or revocation of a joint account. Notwithstanding the foregoing, we reserve the right to require written consent of all account owners for any change to or termination of an account. If we receive notice of a dispute between account owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

c. Joint Account Owner Liability. If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the account owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any owner is indebted to us, we may enforce our rights against all funds in the joint account regardless of who contributed them and any account from which the owner has the right to withdraw funds.

4. PAYABLE ON DEATH ACCOUNTS – A Payable on Death (POD) account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the account owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to all surviving POD beneficiaries named on any Application for Membership, Account Card or Account Change Card. Any designation of POD beneficiary(ies) on an Application for Membership, Account Card or Account Change Card shall be deemed to revoke and supersede any prior designation of POD beneficiary(ies). In the event of any conflict between the Credit Union's written and electronic records, the most recent indication of POD beneficiary(ies), whether written or electronic, shall be deemed to govern. Any POD beneficiary designation will apply to all accounts and sub-accounts provided or established hereunder except for accounts with separate POD designations such as Certificates of Deposit (CDs) and Individual Retirement Account (IRAs) or accounts clearly designated otherwise on the governing record. If there is more than one surviving beneficiary, the account is owned jointly by such beneficiaries without rights of survivorship. We are not obligated 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. This paragraph does not apply to an account held on behalf of or held in the name of a trust.

5. ACCOUNTS OWNED BY A TRUST – Accounts may be owned by a trust. An account owned by a trust must be established by the trustee. Except as otherwise expressly set forth herein, the grantor, trustee and beneficiaries must all be eligible for membership in the Credit Union. In such event, the trust is a member of the Credit Union and is entitled to vote in Credit Union affairs as a member. Notwithstanding the foregoing, an account may be established and owned only by a revocable trust if the grantor is a member of the Credit Union. The Credit Union shall not administer trust accounts. The Credit Union shall have no responsibility to determine the validity or enforceability of any trust or whether any trustee has been duly appointed in accordance with the trust or any applicable law and shall have no responsibility to determine whether any action by the trustee is authorized

by the trust or applicable law. If more than one trustee is named, each trustee is deemed to have the authority to act alone in all dealings with the Credit Union and the Credit Union may recognize and rely upon action by any one trustee. The Credit Union reserves the right to require the grantor, trustee and beneficiaries to execute such supplemental account, indemnity and other agreements as the Credit Union may deem appropriate, in its sole discretion, in connection with accounts owned by a trust.

6. ACCOUNTS FOR MINORS — We may require any account established by a minor to be a joint account with a member who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is a joint owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. When the minor reaches the age of majority, any joint owner may be removed from the account pursuant to the provisions hereof regarding Control of Joint Accounts.

7. UNIFORM TRANSFERS TO MINORS ACCOUNT — A Uniform Transfers to Minors Account is an Account established by a member as custodian for the benefit of a minor. The minor is the owner and beneficiary of all account funds. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, subject to applicable law, is the only person entitled to make deposits to or withdrawals from the account or to close the account. We have no duty to inquire into the use or purpose of any transaction by the custodian. The account shall be subject to the provisions of the Florida Uniform Transfers to Minors Act, as amended from time to time. The Credit Union reserves the right to require the custodian to execute such supplemental account, indemnity and other agreements as the Credit Union may deem appropriate, in its sole discretion, in connection with account.

8. DEPOSIT OF FUNDS REQUIREMENTS — Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them. The Credit Union and its agents shall not be responsible or liable for any loss to you as the result of robbery, theft, vandalism or any other cause. We reserve the right to refuse or return any deposit.

a. Remote Deposit. If we approve remote deposit for your accounts, you may deposit checks and drafts to your accounts through your approved mobile device or personal computer. Any remote deposit services will be governed by a separate remote deposit agreement between you and the Credit Union. The remote deposit agreement addresses, without limitation, the requirements for remote deposit, the crediting of deposits made remotely and the availability of funds pursuant to such deposits.

b. Endorsements. 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 account owner 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. 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.

c. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States or payable in a currency other than that of the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time.

   You agree to pay all fees associated with collection items, including, without limitation, fees of correspondent and foreign institutions. You acknowledge and agree

foreign checks can be returned for non-payment or other reasons several weeks or longer after acceptance by us, even after payment has been made by us. You agree any payment by us of a check payable in a currency other than that of the United States shall be paid by us in U.S. Dollars at the applicable exchange rate at the time of payment. You agree, in the event any such check is subsequently returned, we may debit your account and you shall be liable for the amount of such returned check in U.S. Dollars at the applicable exchange rate at the time of debit. The exchange rate at the time of debit may be more or less than the exchange rate originally used for credit to you. You bear the risk of changes in currency exchange rates.

d. Restrictive Legends. 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" or "not valid over $500." 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 restrictions or limitations.

e. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional. We may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

f. Direct Deposits. We may offer preauthorized deposits (e.g., payroll, Social Security or retirement, or other government funds) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or preauthorized transfer. 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. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. 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.

g. Crediting of Deposits. Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

h. Early Direct Deposit. FAIRWINDS offers Early Direct Deposit to members who set up direct deposit with their employer or payor, allowing access to funds up to two business days before your scheduled pay date. Early access for all direct deposits is provided at our discretion, is not guaranteed and may not be consistently available. The timing of when these transactions are credited depends on when the employer or payor submits the information to us. Not all direct deposits qualify; direct deposits are limited to electronic deposits such as payroll, pensions, and government benefits through the ACH network. We reserve the right to determine, in our sole discretion, whether certain deposit amounts, deposit types, or member accounts are excluded from the service. If funds are made available early but not collected, you are liable to repay them and overdraft fees may apply. FAIRWINDS may modify or terminate Early Direct Deposit at any time without notice to you.

i. Limitations on Funds Availability for Withdrawal. Except for funds transfers to a "transaction account" within the meaning of Reg. CC, 12 CFR §229.1 et seq., funds deposited by an ACH funds transfer may not be made available for your withdrawal and use, and may be held by us, in our sole discretion, for a period of sixty-five (65) days following the date the funds are deposited into your account. Deposited funds, including funds deposited to transaction accounts, are also subject to our Funds Availability Policy; provided, however, the availability of funds deposited through remote deposit shall be governed by the provisions of the remote deposit agreement.

9. ACCOUNT ACCESS

a. Authorized Signature. Your signature or your electronic authorization on the

Application for Membership or Account Card allows you account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. Except as otherwise provided under applicable law, you authorize us to honor transactions initiated by a third person to whom you have given your account number and access information even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney (POA). If the POA does not meet the requirements of the laws of the state where the POA was signed, we may deny the use of the POA. We reserve the right to verify the validity of each POA presented. If a POA is approved, an affidavit and indemnity for the Credit Union may be required for every transaction conducted using the POA.

c. Credit Union Examination. We may disregard information on any check or draft, other than the signature of the drawer, the amount, and any magnetic encoding. You agree we do not fail to exercise ordinary care solely because our procedures do not provide for sight examination of items.

10. ACH & WIRE TRANSFERS

a. Generally. Certain electronic funds transfers we permit are subject to Regulation E of the Consumer Financial Protection Bureau and others are subject to Article 4A of the Uniform Commercial Code or Federal Reserve Board Regulation J. Except as amended by this Agreement, electronic funds transfers that are subject to Article 4A of the Uniform Commercial Code are subject to Article 4A of the Uniform Commercial Code as adopted by Florida Statute Chapter 670. We may execute certain payment orders for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. We reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. 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. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. Your account statement is notice of transactions. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next funds transfer business day. When you initiate a wire transfer, you are required to identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. We reserve the right to refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure

to execute a payment order or certain electronic funds transfers. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

b. Remittance Transfers. Subject to the foregoing provisions of paragraph a. of this Section 10, you may order electronic transfers of funds to recipients in a foreign country. Such transfers in excess of $15.00 (herein called "remittance transfers") shall be subject to additional provisions and rules. With respect to remittance transfers, we will provide you with prepayment disclosures and receipts at the times and in the manner prescribed by applicable regulations. You shall also have certain cancellation and error resolution rights with regard to such remittance transfers. We will provide you with information regarding these rights at the times and in the manner prescribed by applicable regulations.

11. ACCOUNT RATES AND FEES — We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Service Charge Schedule. We may change the Truth-in-Savings Disclosure and Service Charge Schedule at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, according to our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly. Situations under which we may refuse a withdrawal include, without limitation, the following: (1) a dispute between members (unless a court has ordered the Credit Union to allow the withdrawal); (2) a court or government issued garnishment, IRS levy, or child support is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) account activity or any other factor suggests that action is appropriate to protect you, us or our membership; or (6) you fail to repay a Credit Union loan on time. As permitted by applicable law, we may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals of shares or deposits.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure and your Electronic Funds Transfer Agreement and Disclosure.

13. VERIFICATION AND CORRECTION OF TRANSACTIONS — All transactions are subject to final verification by the Credit Union. Any receipt or official document that you receive at the time of the transaction is not evidence that your transaction has been verified. We may reverse or adjust any transaction, credit or debit we believe we erroneously made to your account at any time without prior notice being provided to you.

14. CERTIFICATE ACCOUNTS — Any certificate of deposit account allowed by law is subject to the terms of this agreement, the Certificate of Deposit agreement, the Truth-in-Savings Disclosure and the Account Deposit Receipt. If more than one Owner is listed on the Certificate under the term "OWNERS," each listed party shall be deemed an owner. All Owners and the Credit Union agree that the Owners own the Certificate as joint tenants with right of survivorship and further agree that the Credit Union shall be discharged from any liability under the Certificate by payment to or at the instruction of any of the Owners whose name appears on the face of the Certificate. Additionally, the Owner(s) agree that joint owner(s) shall remain Owners of the certificate for the duration of the Certificate's term and may only be removed during the Certificate's maturity period. All Owners and the Credit Union agree that no change in Owners of this Certificate shall be permitted or recognized by the Credit Union prior to any maturity date. However, Owners may be terminated or added within ten (10) days of any renewal date.

Each Certificate of Deposit will be renewed at the term and conditions in effect at the date of maturity. The Credit Union reserves the right to give written notice of our election to call

the Certificate for payment on any maturity date by mailing notice of such intention to you at least ten (10) days prior to such maturity date. You may request us to pay a Certificate within ten (10) days of any renewal date without penalty. In the event we either receive or give notice of an intention not to renew the Certificate, we may at our option, either transfer all funds represented by the Certificate to any regular Share Account of yours, or pay all funds represented by the Certificate directly to you.

15. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available funds in your account are not sufficient to pay the full amount of a check, draft, item, transaction or other items posted to your account ("overdraft"), we may pay or return the overdraft. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Subject to applicable law, your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. Unless provided otherwise in a written agreement between you and us, we pay overdrafts at our discretion and have no obligation to pay any overdraft. By paying any overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan, in accordance with this Agreement and any applicable overdraft policy.

b. Order of Payment. We process checks, drafts, items and other electronic transactions in the order in which we receive them except (i) ACH credits are posted before ACH debits and (ii) paper checks are posted from low to high dollar amount. We receive multiple ACH batches throughout the day, credits from each batch received are posted before debits; therefore the sequence in which ACH credits are received could affect your account available balance. We post multiple batches of check transactions throughout the day; if multiple paper check transactions are received on the same day, the checks will be posted from low to high dollar amount each time a batched file is posted. Checks that are converted to ACH transfers are posted in the same order as ACH debits . ATM and debit card point of sale transactions are received in real time throughout the day and are posted to your account when received. The order in which we process checks, drafts and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. The order in which you write checks and authorize other withdrawals from your account will not necessarily be the same as the order in which we receive and post these transactions to your account. This can affect the amount of overdraft fees incurred on your account.

c. Effect of Holds on Your Available Balance, Overdrafts and Fees. **We use the "available balance" method to determine when your account is overdrawn. Your checking account has two kinds of balances: the "actual" balance (also referred to as: Account Balance, Total, Current Balance and Ledger Balance) and the "available" balance. Both balances can be checked when you review your account online, at an ATM, by phone or at a Branch. It is important to understand how the two balances work so that you can avoid unnecessary overdraft fees. This section explains actual and available balances and how they work. Your actual balance is the amount of money that may be in your account at any given time. It reflects the full amount of any deposits made to your account without regard to any portion of a deposit that may be on hold. It also reflects payment transactions that have posted to your account, but it does not reflect payment transactions that have been authorized and are pending. While the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds on deposits, holds on funds authorized for purchases, payments, fees and other charges made on your account that have not yet posted, will not appear in your actual balance. Your available balance is the amount of money in your account that is available for withdrawal, transfer or payment of items. It could be less than the actual balance at any given time. Available balance is used to determine when your account is overdrawn. Holds on your account may reduce your available balance and may cause your account to become overdrawn**

regardless of your actual balance. Such holds include, without limitation, holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, holds placed on any deposits to your account, holds placed on any account for delinquent loans or lines of credit, holds based on pledges of your account and any minimum account balance requirements. Available balance is a useful tool to keep track of debit card purchases that you have authorized the credit union to pay but have not yet posted to your actual balance. The fact that you have available funds sufficient to cover a transaction at the time of a preauthorization hold does not, however, guarantee that you will have sufficient available funds to cover the transaction at the time of settlement. Intervening transactions may have reduced your available balance such that there are not sufficient available funds at the time of settlement.

The following example shows the difference between actual balance and available balance and the possible effect of a preauthorized hold on a debit card transaction: Assume you have an available balance of $50. If you were to use your debit card at a restaurant to buy lunch for $20, then that merchant could ask 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, but your available balance would be $30 because you have committed to pay the restaurant $20. When the restaurant submits the bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by $20.

d. Courtesy Pay. If your account is overdrawn because of a check, ACH withdrawal or recurring debit card transaction, we may allow that item to clear. If the available balance of funds in your account is not sufficient to pay the item and we allow the item to clear, an Uncollected Funds Fee, plus the amount of the withdrawal item, will be deducted from your account. If the available balance of funds in your account is not sufficient to pay the item an Insufficient Funds (NSF) Fee will be charged to your account whether we pay or reject and return the item. We will never assess both an Uncollected Funds Fee and an Insufficient Funds (NSF) Fee with respect to a single item.

Courtesy Pay requires no applications or additional signatures. If you do not want to participate in the Courtesy Pay service, please contact Member Services to be removed from the program; once removed from the program, items will be returned unpaid, and your account will be charged an Insufficient Funds (NSF) Fee when there are insufficient available funds in your account to cover an item. You will continue to have access to existing overdraft protection options on your account. We will never assess more than one Insufficient Funds (NSF) Fee with respect to a single item.

e. Courtesy Pay Plus. **If you choose to enroll in Courtesy Pay Plus**, we may pay items on your behalf when funds are not available, and you meet certain criteria. Items included in this service are ATM transactions and everyday debit card transactions. If the available balance of funds in your account is not sufficient to pay the ATM Transaction or everyday debit card transaction, as the case may be, and we allow the transaction to clear, a Courtesy Pay Plus Fee, or an NSF fee, plus the amount of the withdrawal item, will be deducted from your account. We will never assess more than one of an NSF Fee and a Courtesy Pay Plus Fee with respect to a single item.

16. POSTDATED AND STALEDATED CHECKS OR DRAFTS — You agree not to issue any check or draft that is postdated. If you do issue a check or draft that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

17. STOP PAYMENT ORDERS

a. Stop Payment Order Request. You may request a stop payment order on any check or draft drawn on your account. To be binding, an order must be dated, signed (or authorized electronically), and describe the account number, check or draft number, and the exact amount. We reserve the right not to accept oral stop payment orders. The stop payment will be effective if the Credit Union receives the order in time for the

Credit Union to act upon the order and you state the number of the account, number of the check or draft, and its exact amount. You understand that the exact information is necessary for the Credit Union to identify the check or draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. If the stop payment order is not received within a reasonable time for us to act upon the order, we will not be liable to you or to any other party for payment of the check or draft. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action.

b. Duration of Order. A written stop payment order is effective for six (6) months.

c. Liability. Fees for stop payment orders are set forth in the Service Charge Schedule. Customarily you may not stop payment on any cashier's check or draft, money order, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any joint member, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

d. ACH Stop Payment Requests. A stop payment order provided by a receiver of an ACH entry will remain in effect until the earlier of (a) the withdrawal of the stop payment order by the receiver, or (b) the return of the debit entry, or, where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries.

18. CREDIT UNION LIABILITY — If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages; provided we may be liable for consequential damages for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state and federal law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement. No statement or agreement contrary to or inconsistent with the terms of this Agreement shall be binding upon us unless such statement or agreement shall be in writing and signed on behalf of the Credit Union by a senior vice president, executive vice president, or CEO of the Credit Union.

19. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON — We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. If we agree to pay a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees are stated in the Service Charge Schedule.

20. PLEDGE/STATUTORY LIEN — Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will hold the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn if you are not in default. State law gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our

statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative hold on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. 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 state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

21. 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. Any expenses or attorney's 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.

22. ACCOUNT INFORMATION — Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is in accordance and compliance with applicable law or a government agency or court order; or (4) you give us written permission.

23. NOTICES

a. Name Telephone or Address Changes. You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name or address changes to be provided in writing. You agree to notify us of any change to the wireless telephone number(s) which you provide to us.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver or delay in enforcing the terms of this Agreement shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address. We may also provide written notice to you by electronic means in lieu of, or in addition to, written notice by U.S. mail, subject to applicable law. Any such electronic notice shall be effective when sent. Notice to any accountholder is considered notice to all accountholders.

d. Regulatory Enactments. In order to complete member due diligence, we may ask questions and/or request information and documentation from you. This includes but is not limited to: information on beneficiaries, transaction activity (ACH, deposits, electronic payments, online, withdrawals, and wires), account or transaction purpose, occupation, employer, sources of income or other funds. You agree to be contacted by mail, phone, electronically, or in person in order for us to obtain this information.

24. Alerts — You may elect to enroll in our electronic alert service (Alerts). If you enroll, we may provide you electronic email communications relating to your accounts and transactions with us. By enrolling, you acknowledge and agree that the internet and email communications are inherently insecure and you agree that we have no liability to you for any loss, claim or damages arising in any way related to Alerts. You agree further to keep your email address on file with us current and to promptly inform in the event your email address should change. At the time you enroll for Alerts, you will be required to agree to a separate agreement with regard to the Alerts.

25. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING — Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest,

and certain other payments. If you fail to provide your TIN, we will refuse to open your account.

26. STATEMENTS

a. Contents. You will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. 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 will not be returned to you, but copies may be retained by us or be payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks or drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within sixty (60) days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

27. INACTIVE ACCOUNTS — If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure during which we have been unable to contact you by regular mail, we may classify your account as inactive. Unless prohibited by applicable law, we may charge a service fee as set forth in the Service Charge Schedule for processing your inactive account. If we impose a fee, we may notify you, if required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned.

Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

28. SPECIAL ACCOUNT INSTRUCTIONS — You may request that we facilitate certain trust or court-ordered account arrangements. We do not give legal advice and we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us, post a bond or provide us with other protection. Account changes requested by you, or any accountholder, such as adding or closing an account or service, will require evidence of a signed Specialty Account Agreement.

29. TERMINATION OF ACCOUNT — We 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 members 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 account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) in our sole discretion, good cause exists for such action; or (8) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all members to terminate a joint account. We are not responsible for payment of any check or draft, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

30. TERMINATION OF MEMBERSHIP — You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, for violating any Credit Union policy, procedure, or standard, for violating any law, regulation or rule, or for any other good cause, and you may be expelled for any reason as allowed by applicable law.

31. DEATH OF MEMBER — Except as otherwise provided by applicable law, once we are notified of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts or other items. We may require anyone claiming a deceased member's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any member.

32. UNLAWFUL INTERNET GAMBLING AND OTHER 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. You agree to indemnify us for any unlawful Internet gambling or other illegal activities conducted on your Account(s).

33. 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.

34. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow 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.

35. GOVERNING LAW; ARBITRATION — This agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the State of Florida, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this agreement shall be subject to Arbitration as outlined in the Arbitration and Waiver of Jury Trial Agreement. Any legal proceeding necessary to enforce the results of arbitration, or any legal proceeding not subject to arbitration pursuant to the terms of this Agreement, shall, to the extent permitted by applicable law, be filed in the state or federal courts located in Orange County, Florida.

36. **NEGATIVE INFORMATION NOTICE — We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.**

37. NIGHT DEPOSITS — The depositor agrees that all deposits made in the night depository will be contained in an envelope. Each envelope placed in the night depository shall contain only non-cash items properly endorsed, along with a deposit ticket showing the contents of the envelope. The Credit Union will open the night depository on the Credit Union's first (1st) business day following the deposit of the envelope(s) in the night depository. The

Credit Union will open the envelopes(s) of the depositor, check the contents thereof and credit the depositor's deposit account the amount contained therein. The accounting of the contents of the envelope(s) by the Credit Union shall be conclusive as to the amount to be credited to the depositor's deposit account. The Credit Union reserves the right to withdraw the night depository from use at any time without notice, and to revoke the privilege of the depositor to use the night depository facilities of the Credit Union. The Credit Union is not responsible for providing any security measures or safeguards for users of the night depository. Use of the night depository is solely at the risk of the depositor. The Credit Union and its agents shall not be responsible or liable for any loss to you as the result of robbery, theft, vandalism or any other cause.

ARBITRATION, WAIVER OF JURY TRIAL, AND CLASS ACTION WAIVER AGREEMENT

This Arbitration, Waiver of Jury Trial, and Class Action Waiver Agreement applies to any account, contract, loan, credit, transaction, business, contact, Claim, interaction or relationship you may have or have had with us from time to time. You should read this Agreement carefully and keep it with your other account records. The following terms and definitions apply when used in this Agreement:

Agreement - this Arbitration, Waiver of Jury Trial, and Class Action Waiver Agreement.

You, your, yours, depositor, customer, and member – as the context may require, any person or entity in whose name an account is maintained according to our records, any person or entity that uses the account or is authorized to transact business on the account, by any means whatsoever, including electronically, whether such authority is evidenced by signature cards, organizational resolutions, or otherwise, any person or entity that has a beneficial interest in the account, and any person or entity that asserts a claim against us, and any such person's or entity's heirs, assignee or successor in interest to the account, including such person's estate, survivors and wrongful death beneficiaries.

We, us, our, ours, and Credit Union – the Credit Union, and its current and former parents, subsidiaries, affiliates, employees, officers, directors, agents, attorneys, controlling persons and representatives, as well as any other person or company who provides any services in connection with an account or claim, as may exist from time to time. Other definitions may appear within the remaining text of this Agreement.

ARBITRATION AND WAIVER OF JURY TRIAL

THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS. WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND THE CREDIT UNION WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM, AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

Acceptance Of This Agreement. Unless you reject this mandatory arbitration of disputes provision in the manner provided below, by signing a member agreement, by signing a signature card when you open an account, by signing any signature maintenance card or other account document for an account, by opening or modifying an account electronically, by depositing funds into, or withdrawing funds from, any account, by being named as a beneficiary or joint owner by an existing owner of an account, by using an account with us, or permitting anyone else to get access to your account through any of our electronic banking services, or by maintaining an account after our sending or providing to you by any reasonable means (including but not limited to: by mail to the mailing address we have for you on our records; by email to the email address we have for you on our records; by online banking sign-on message; by making available or publishing on or with the periodic statement of an account; by publishing on our web site; or by making publicly available at any of our locations at the time you open or modify an account) this Agreement or any amendments to this Agreement or by your receipt of the same by any means, you agree to the terms of this Agreement, as amended.

BINDING ARBITRATION. Except as expressly provided herein, you and we agree that either party may elect to resolve by BINDING ARBITRATION any controversy, claim,

counterclaim, dispute or disagreement between you and us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement (any "Claim"). Claim has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement or any agreement; (2) any account; (3) any charge or cost incurred pursuant to any agreement; (4) the collection of any amounts due under any agreement or any account; (5) any alleged contract or tort arising out of or relating in any way to the any account, any agreement, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Member Agreement; (7) any statements or representations made to you with respect to the any agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (8) any property loss, damage or personal injury; (9) any claim, demand or request for compensation or damages from or against us; (10) any damages incurred on or about our premises or property; or (11) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Member Agreement, any account, any credit, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act ("FAA").

The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (the " Consumer Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Consumer Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the Consumer Due Process Protocol of the National Consumer Disputes Advisory Committee, the standards of the Protocol shall control. We will tell you how to contact the AAA and how to get a copy of the Consumer Arbitration Rules without cost if you ask us in writing to do so. Alternatively, you may contact the AAA directly at 1-800-778-7879 (toll free) or at www.adr.org. Except as otherwise set forth in the Consumer Arbitration Rules or applicable law, if you initiate a claim under the Consumer Arbitration Rules, you shall be responsible for paying a filing fee in the amount of $225. In all cases in which the Consumer Arbitration Rules apply, we shall be responsible for all administrative fees (including additional filing fees, case management fees, and hearing fees) and compensation of the arbitrator. Except as otherwise provided in this Agreement, the final award by the arbitrators may apportion the administrative fees, expenses and arbitrators' fees between you and us as part of the award, as the arbitrators determines is appropriate. The fees and cost stated in this Agreement are subject to any amendments to the Consumer Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply. **Each party also has the option of filing an action in small claims court for any Claims or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, the non-filing party then has the right to demand arbitration of the Claim**. The arbitration of any Claim of $150,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrators shall be selected from the AAA's national roster of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrators, the procedure for appointment from the national roster as provided by Consumer Arbitration Rules shall apply.

Except as expressly provided in this Agreement, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration

hearing will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address on file with the credit union, with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the AAA or the arbitrator(s) in accordance with the Consumer Arbitration Rules.

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this Agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s).

The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to the arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law or the Consumer Arbitration Rules. The arbitrator's findings, reasoning, decision, and award of the arbitrator(s) shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of $250,000.00, the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by the Consumer Arbitration Rules, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. However, if the award does not impose an injunction on you or on us or contain a money award in excess of $250,000.00, then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This Agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee's sales and the like. This Agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding, to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, cross-claim, third party claim or the like by either you or us in response to any such action.

You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that the credit union's deposits are federally insured; the funds deposited in any account flow through interstate commerce; and we regularly use the services of businesses located in other states in opening and administering accounts.

WAIVER OF JURY TRIAL. WHETHER ANY CONTROVERSY IS ARBITRATED OR SETTLED BY A COURT, YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR YOUR ACCOUNT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCOUNT, ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS, OR ANY OTHER AGREEMENTS, TRANSACTIONS OR RELATIONSHIPS

YOU MAY HAVE WITH US NOW OR IN THE FUTURE. YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

If any term or provision of this Agreement to arbitrate disputes, waiver of jury trial, and class action waiver is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law).

This Agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transactions with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim covered within the scope of this Agreement.

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

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

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

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

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

2. If you do not agree to be bound by this Agreement to arbitrate provision, you must send us written notice via mail at 3087 N. Alafaya Trail, Orlando, FL 32826 or email at info@fairwinds.org that you reject the Agreement to arbitrate provision within 30 days of account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:

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

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at *FAIRWINDS* Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. GENERAL POLICY — Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

2. DETERMINING THE AVAILABILITY OF A DEPOSIT — When we delay the availability of a deposit the length of the delay is determined by counting the business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and federal holidays. 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, we will consider deposits made after the close of business or on a day that we are not open as deposited on the next business day we are open.

If you make a deposit to an ATM that we own or operate before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, we will consider deposits to an ATM that we own or operate made after 3:00 p.m. or on a day that we are not open as deposited on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

3. SAME-DAY AVAILABILITY — Funds from electronic direct deposits to your account will be available on the same business day that we receive the deposit.

4. NEXT-DAY AVAILABILITY — Funds from the following deposits are available by the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on *FAIRWINDS* Credit Union.

5. NEXT-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON — Funds from the following deposits are available by the first business day after the day we receive your deposit, if you make the deposit in person to one of our employees:

- Cash.
- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

6. AVAILABILITY OF OTHER CHECK DEPOSITS — The first $275.00 from a deposit of checks (other than those described above) will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check (other than those described above) of $700.00 on a Monday, $275.00 of the deposit will be available on Tuesday. The remaining $425.00 will be available on Wednesday.

7. CASH WITHDRAWAL LIMITATION — We place certain limitations on withdrawals in cash. In general, $275.00 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total of $550.00 of other funds becoming available on a given day will be available for withdrawal in cash at or after 5:00 p.m. that day. Any remaining funds will be available for withdrawal in cash on the following business day.

8. HOLDS ON OTHER FUNDS — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

9. LONGER DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725.00 on any one (1) day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

10. 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. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next 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 $6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

11. DEPOSITS AT NONPROPRIETARY ATMS — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

12. LIMITATIONS ON FUNDS AVAILABILITY FOR WITHDRAWAL — Except for funds transfers to a "transaction account" within the meaning of Reg. CC, 12 CFR §229.1 et seq., funds deposited by an ACH funds transfer may not be made available for your withdrawal and use, and may be held by us, in our sole discretion, for a period of sixty-five (65) days following the date the funds are deposited into your account.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by *FAIRWINDS* Credit Union. Electronic funds transfers are electronically initiated transfers of money to or from your account through the electronic funds transfer services described below.

1. EFT SERVICES — If approved, you may conduct any one or more of the EFT services offered by the Credit Union. *You cannot transfer money into or out of your account until we have validated your use of our electronic fund transfer system.*

a. Debit Card. You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction, including an electronic gambling transaction through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your account. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the credit union. In the event of repeated overdrafts, the credit union may terminate all services under this agreement. You may use your Card and PIN (Personal Identification Number or Code) in automated teller machines of the Credit Union and participants in networks in which the Credit Union participates and such other machines or facilities as the Credit Union may designate. In addition, you may use your card without a PIN for certain transactions on certain of the participating networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network. Please refer to the Member Liability section of this Agreement for terms and conditions. At the present time you may use your card to:

- Make deposits to your savings, money market and checking accounts.
- Withdraw funds from your savings, checking, money market and loan accounts.
- Transfer funds from and between your savings, checking, money market and open-end loan accounts.
- Transfer funds from your savings, checking and money market accounts to your closed-end loan accounts.
- Obtain balance information for your savings, checking and money market accounts.
- Access cash advances under your existing open-end lending plan accounts.
- Make point-of-sale (POS) transactions with your card and PIN to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa. The following limitations on the frequency and amount of Debit Card transactions may apply:
- Purchase amounts are limited to the amount in your account.
- You may purchase up to your authorized maximum limit from POS terminals per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- See Section 2 for transfer limitations that may apply to these transactions.

b. CALL 24. If we approve CALL 24 for your accounts, a separate PIN will be assigned to

you. You must use your PIN along with your account number to access your accounts. Your accounts can be accessed under CALL 24 via a touch tone telephone only. CALL 24 service will be available for your convenience twenty-four (24) hours a day. This service may be interrupted for a short time each day for data processing. At the present time, CALL 24 may be used to:

- Withdraw funds from your savings, checking, money market and open-end loan accounts and have such funds sent to you by check.
- Transfer funds from and between your savings, checking, money market and open-end loan accounts.
- Transfer funds from your savings, checking and money market accounts to your closed-end loan accounts.
- Obtain account balance or transaction history information for your savings, checking, money market and loan accounts.

There is no limit to the number of inquiries or withdrawal requests you may make in any one day. See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The credit union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

c. Preauthorized EFTs.

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your savings and/or checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s), you can stop any of these transfers. Here's how:

  Call us at 800.443.6887 or write us at 3087 N. Alafaya Trail, Orlando, FL 32826, in time for us to receive your request at least three (3) business days or more before the scheduled date of the transfer. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you a Stop Payment fee for each stop-payment order you give in accordance with our current Service Charge Schedule.
- Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (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 will differ by more than a certain amount from the previous payment or when the amount will fall outside certain limits that you set.
- Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (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.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check you may authorize your check to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically

debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete 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.

e. *FAIRWINDS* Online. If we approve *FAIRWINDS* Online for your accounts, you may conduct the transactions described below through your approved mobile device or personal computer. A password will be assigned to you. You must use your password along with your member number to access your accounts.

Upon logging in to *FAIRWINDS* Online the first time, you will be required to create a new username and password. You will use the username and password at the time of each subsequent login to *FAIRWINDS* Online.

- Passwords cannot be your name, social security number, account number or phone number
- Passwords must be a minimum of seven characters and composed of certain types of characters (upper case letters, lower case letters, numbers, special characters)

We recommend you change your online password regularly. For security purposes, it is recommended that you memorize your online password and do not write it down. You are responsible for keeping your username, online password, member numbers and other account data confidential.

- At the present time, you may use *FAIRWINDS* Online to:
- Withdraw funds from your savings, checking, money market and loan accounts.
- Transfer funds from and between your savings, checking, money market and open-end loan accounts.
- Transfer funds from your savings, checking and money market accounts to your closed-end loan accounts.
- Make loan payments from your savings, checking and money market accounts.
- Access advances under your existing open-end lending plan accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on deposit accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposits.
- Make bill payments to participating companies.
- Make person to person transfers.
- Make balance inquiries.

Your accounts can be accessed under *FAIRWINDS* Online via personal computer or mobile device. *FAIRWINDS* Online will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each access.

- There is no limit to the number of inquiries or withdrawal requests you may make in any one day.
- See Section 2 for transfer limitations that may apply to these transactions.

f. *FAIRWINDS* Online Bill Payer. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

2. TRANSFER AND TRANSACTION LIMITATIONS

a. Limitations on frequency of transfers and transactions.

- ATM Terminals: There are limits on the number of ATM transactions.
- Visa Debit Card Transactions: There are daily transaction limits that apply.
- Bill Pay transactions: There is no daily limit on the number of Bill Pay transactions that can be scheduled.

b. Limitations on dollar amounts of transfers and transactions.

- ATM Terminals: There are limits on the number of ATM transactions.
- Visa Debit Card Transactions: There are individual and daily transaction amount limits that apply.
- Bill Pay transactions: There is a limit on each Bill Pay transaction that applies.

Transfers from any savings account and money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle with no more than three by check, draft, or similar order to third parties. If you exceed these transfer limitations, your account may be subject to closure.

For security reasons there are limitations on the number of transfers using our terminals, telephone bill payment services, point of sale transfer services, and *FAIRWINDS* Online and Mobile Banking services.

3. CONDITIONS OF EFT SERVICES

a. Ownership of Cards. Any card or access device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Visa – Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange 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.

A fee, as disclosed in the Service Charge Schedule, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on

your card outside of the U.S. with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. Security of Access Code. You may use one or more access codes (e.g. PINs and passwords) with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint member you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this agreement are joint accounts, all joint owners shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint owner, without the consent of any other owner, may, and hereby is authorized by every other joint owner to, make any transaction permitted under this agreement. Each joint owner is authorized to act for the other owner, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint owner.

4. FEES AND CHARGES — There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current Service Charge Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. MEMBER LIABILITY — You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your card or your access code, PIN or password, you are responsible for any transactions they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your card or access code (PINs or passwords) has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority 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 a transaction was made with your card or card number without your permission, and was either a VISA or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days, you can lose no more than $50 if someone used your card or access code without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your account using the information from your check without your permission, call 800.443.6887, email us at info@fairwinds.org or write to:

FAIRWINDS Credit Union
3087 N. Alafaya Trail
Orlando, FL 32826

6. RIGHT TO RECEIVE DOCUMENTATION

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction or transfer (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 800.443.6887. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Every day is a business day except Saturdays, Sundays and holidays.

9. CREDIT UNION 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 may be liable for your losses or damages.

However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction, despite reasonable precautions that we have taken.
- If the money in your account is subject to legal process or other claim.

- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct CALL 24 or *FAIRWINDS* Online transactions is not working properly and you know or should have known about the breakdown when you started the transaction.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the credit union at the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATM or night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic funds transfers from your savings and checking accounts, or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at 800.443.6887 or write to:

FAIRWINDS Credit Union
3087 N. Alafaya Trail
Orlando, FL 32826

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the credit union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error has occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (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 ninety (90) days to investigate your complaint or questions. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. TERMINATION OF EFT SERVICES — You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW; ARBITRATION — This agreement is governed by the bylaws of *FAIRWINDS* Credit Union, federal laws and regulations, the laws and regulations of the state of Florida and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to arbitration outlined in the Arbitration and Waiver of Jury Trial Agreement.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow 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.

EQUAL HOUSING OPPORTUNITY

Your savings federally insured to at least $250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency