



# Important Account Information *for Our Members*

July 1, 2020

## TABLE OF CONTENTS

<b>TERMS AND CONDITIONS OF YOUR ACCOUNT</b> .....	1
Important Information About Procedures for Opening a New Account.....	1
Agreement.....	1
Bylaws.....	2
Liability.....	2
Deposits.....	2
Withdrawals.....	2
Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees.....	3
Ownership of Account and Beneficiary Designation.....	4
Business, Organization and Association Accounts.....	5
Stop Payments.....	5
Telephone Transfers.....	5
Amendments and Termination.....	5
Notices.....	5
Statements.....	5
Account Transfer.....	6
Direct Deposits.....	6
Temporary Account Agreement.....	6
Right to Repayment of Indebtedness.....	6
Convenience Account Agent.....	6
Restrictive Legends or Indorsements.....	6
Pledges.....	7
Check Processing.....	7
Check Cashing.....	7
Indorsements.....	7
Death or Incompetence.....	7
Fiduciary Accounts.....	7
Credit Verification.....	7
Legal Actions Affecting Your Account.....	8
Account Security.....	8
Telephonic Instructions.....	8
Monitoring and Recording Telephone Calls and Consent to Receive Communications.....	8
Claim of Loss.....	8
Early Withdrawal Penalties.....	9
Address or Name Changes.....	9
Resolving Account Disputes.....	9
Waiver of Notices.....	9
ACH and Wire Transfers.....	9
Facsimile Signatures.....	9
<b>ELECTRONIC DISCLOSURES AND NOTICES</b> .....	9
<b>NOTICE OF NEGATIVE INFORMATION</b> .....	10
<b>ELECTRONIC FUND TRANSFERS</b>	
<b>YOUR RIGHTS AND RESPONSIBILITIES</b> .....	10
<b>FLORIDA WEST COAST CREDIT UNION CHECK CARD AGREEMENT</b> .....	13
<b>YOUR ABILITY TO WITHDRAW FUNDS</b> .....	16
<b>TRUTH-IN-SAVINGS DISCLOSURE</b> .....	17
Primary Share Account.....	17
Checking Account.....	17
Money Market Account.....	17
Certificate of Deposit.....	18
IRA Certificate of Deposit.....	19
Club Account.....	19
IRA Share Account.....	20
Youth Savings Account.....	20
Common Features.....	20
Fee Schedule.....	20

## TERMS AND CONDITIONS OF YOUR ACCOUNT

**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.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us at 813-643-5572.

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

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

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

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to



that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

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

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

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

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

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to

collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify their identity with use of a driver's license or State ID or guarantee their indorsements, or indorse in our presence.

#### **WITHDRAWALS** -

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

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

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

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your



account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

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

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

If you use our Courtesy Pay Program and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your

account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

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

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

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

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

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



transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

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

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

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

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

1. Checks you write to persons and businesses may be processed in different ways. If the payee is an individual they may present your check in person at one of our offices and request payment immediately. If there is sufficient money in your account we will honor their request for payment, subject to identification and check validation. If the payee is a business, or even an individual, the check will be processed through the check clearing system and will be processed each business day after our offices are closed. We will process those items if there is sufficient available money in your account, and if more than one check is presented, we will pay those checks in numerical order based on the check number.

2. Items you authorize for payment electronically (ACH or eCheck) will be processed throughout the business day as they are presented to us for payment. This could be up to 3X in one day.

3. If you use your Visa debit card for purchases, those payments will be processed at different times and depending upon when the merchant submits your request for payment. We will process these items for payment when received and will pay those items if you have available balance. Sometimes, the merchant will request a hold for payment which will affect your available balance.

4. If you use your Visa debit card at an ATM, those withdrawals will be processed in real time and will immediately affect your available balance.

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

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

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

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

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

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

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.



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

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

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

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

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

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on

the number of telephonic transfers from a savings account are described elsewhere.

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

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

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

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

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60



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

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

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

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

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted

by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only)** - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive





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

#### **ACCOUNT SECURITY -**

##### **Duty to protect account information and methods of access**

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

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

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

##### **Positive pay and other fraud prevention services**

- Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you

have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

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

##### **MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS**

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

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

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

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

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

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

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



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

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

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

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

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

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you,

are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. If we receive a payment order to credit your account you have with us by wire or ACH, we are not required to give next day notice to you of receipt and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement that we provide to you.

We may accept on your behalf, payments to your account, which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Florida as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

The daily cut-off time for outgoing wires is 2:00 P.M. Any outgoing wire transfer requests received after 2:00 P.M. on a business day will be processed the following business day.

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

---

## ELECTRONIC DISCLOSURES AND NOTICES

This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies only to disclosures and notices regarding your deposit/share accounts, including your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;



- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
- (4) You can withdraw your consent at any time by calling us; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically. You are responsible for notifying us of any change in your email address. Unless we agree otherwise, email address changes must be made in writing by at least one of the account holders.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

---

### NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

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

---

### ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt).

In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your share draft/checking or share/savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft/checking or share/savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**Call 24 Telephone Transfers - types of transfers -** You may access your account by telephone 24 hours a day at (813) 657-5682 or 1-888-628-1346 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from share draft/checking to share draft/checking
- transfer funds from share draft/checking to share/savings
- transfer funds from share/savings to share draft/checking
- transfer funds from share/savings to share/savings
- make payments from share draft/checking to loan accounts with us
- make payments from share/savings to loan accounts with us
- request an official check withdrawal from your account
- get information about:
  - the account balance of share draft/checking accounts
  - the account balance of share/savings accounts
  - checks cleared and account history

**ATM Transfers - types of transfers, dollar limitations, and charges -** You may access your account(s) by ATM using your VISA® Check Card and personal identification number, to:

- make deposits at designated Florida West Coast Credit Union ATMs
- get cash withdrawals from share draft/checking account(s) with an ATM/VISA® Check Card
  - you may withdraw no more than \$400.00 per day
  - there is a charge of \$1.50 per withdrawal at ATMs we do not own or operate
- get cash withdrawals from share/savings account(s) with an ATM/VISA® Check Card



- you may withdraw no more than \$400.00 per day
- there is a charge of \$1.50 per withdrawal at ATMs we do not own or operate
- transfer funds from share/savings to share draft/checking account(s) with an ATM/VISA® Check Card
- transfer funds from share draft/checking to share/savings account(s) with an ATM/VISA® Check Card
- get information about:
  - the account balance of your share draft accounts
    - with an ATM/VISA® Check Card
  - the account balance of your share/savings accounts
    - with an ATM/VISA® Check Card
- any transactions at ATM machines we do not own or operate are subject to a \$1.50 charge per transaction
- change PIN number at proprietary ATM machines

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

**Types of VISA® Check Card Point-of-Sale Transactions** - You may access your share draft/checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

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

- you may not exceed \$2,000.00 in Point-of-Sale and credit transactions per day

**Currency Conversion and International Transactions.** When you use your VISA® Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the 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 conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

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

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability

(sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Visa Account Updater Notice of Right to Opt Out.** Effective immediately your Visa Debit, Visa Secured, Student Visa, Visa Classic, and Visa Platinum Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. VAU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, email us at [membershelp@fwccu.com](mailto:membershelp@fwccu.com), or mail us notice of your intention to opt out at Florida West Coast Credit Union Card Dept., 1225 Millennium Pkwy, Brandon, Florida 33511. You must include your name, account number, card number, and signature. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

**Online 24 Computer Transfers - types of transfers** - You may access your account(s) by computer by logging onto our website at [www.fwccu.com](http://www.fwccu.com) and using your password and your account numbers, to:

- transfer funds from share draft/checking to share draft/checking
- transfer funds from share draft/checking to share/savings
- transfer funds from share/savings to share draft/checking
- transfer funds from share/savings to share/savings
- make payments from share draft/checking to loan account(s) with us
- make payments from share draft/checking to third parties (bill payment)
  - see common features for fees and charges
- make payments from share/savings to loan account(s) with us
- get information about:
  - the account balance of share draft/checking account(s)
  - the last three months history from share draft/checking accounts
  - the last three months history from share/savings accounts
- obtain a copy of a paid share draft
- request an official check withdrawal
- place stop payments
- view pending debit transactions
- initiate person-to-person payments
- initiate external account-to-account transfers
- view your periodic statement or credit card statements



**Members Mobile Transfers - types of transfers** - You may access your account(s) by downloading our mobile banking app and using your password and your account numbers, to:

- transfer funds from share draft/checking to share draft/checking
- transfer funds from share draft/checking to share/savings
- transfer funds from share/savings to share draft/checking
- transfer funds from share/savings to share/savings
- make payments from share draft/checking to loan account(s) with us
- make payments from share draft/checking to third parties (bill payment)
  - see common features for fees and charges
- deposit checks remotely using the mobile deposit capture service
- make payments from share/savings to loan account(s) with us
- get information about:
  - the account balance of share draft/checking account(s) or share/savings account(s)
  - the last three months history from share draft/checking accounts
  - the last three months history from share/savings accounts
  - loan history

#### FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (813) 643-5572 or visit us online at [www.fwccu.com](http://www.fwccu.com) to find out whether or not the deposit has been made.
- **Periodic statements.**

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

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

#### PREAUTHORIZED PAYMENTS

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

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

We will charge you \$25.00 for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

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

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

#### CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.



## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

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

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

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

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

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

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

### ERROR RESOLUTION NOTICE

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

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

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

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

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

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

FLORIDA WEST COAST CREDIT UNION  
1225 MILLENNIUM PARKWAY  
BRANDON, FLORIDA 33511

Business Days: Monday through Friday  
Excluding Federal Holidays with the exception  
of Presidents Day

See website for other stated closings

Phone: (813) 643-5572

MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

---

## FLORIDA WEST COAST CREDIT UNION CHECK CARD AGREEMENT

The Florida West Coast Credit Union Check Card can be used anywhere VISA® is accepted. The transaction is treated as if you wrote a check and there is never a fee for using the Florida West Coast Credit Union Check Card. You may swipe and sign for the transaction or enter the PIN number assigned to you when you obtained the card and there is no cost to you when you use the card either way. Use your FWCCU Check Card as a debit or a credit and it is always free.

For EXAMPLE: When you present your FWCCU Check Card to make a purchase, the merchant will process the transaction just like a credit card. But, unlike a credit card, the funds will be automatically deducted from your checking account when the charge is processed...just like a check.

With the FWCCU Check Card, you can access your accounts at more than 50,000 ATM/POS (point of purchase) terminals that display the VISA®, Cirrus®, Presto®, PULSE® logos. Any ATM withdrawal from your account done at an ATM that FWCCU does not own is \$1.50.

You may have received an ATM card only and all the features of the Visa Check Card may not be available to



you. You are receiving this disclosure for the Regulation E disclosure.

**All Presto / Publix machines are available free of charge.**

Acceptance, retention, or use of the Florida West Coast Credit Union Check Card (the “card”) by you constitutes an agreement between Florida West Coast Credit Union (“FWCCU”) and you as follows:

**1. Use:**

You may use your card at an Automated Teller Machine (ATM) as designed by FWCCU.

At the present time you may use your card to:

- withdraw cash from your savings, checking, or money market account
- transfer funds between your savings, checking, or money market account
- make deposits at designated FWCCU ATMs
- change pin numbers at designated FWCCU ATMs

**2. You Agree:**

To abide by the rules and regulations as from time to time amended by FWCCU and participating ATM Networks relating to use of the card, the rules of which are binding upon you.

- That FWCCU and The Networks follow all instructions given to the machines.
- That the card is the property of FWCCU and will be delivered to FWCCU immediately upon request.
- The use of the card may be terminated by FWCCU at any time without notice.
- You may withdraw up to \$400.00 from an ATM each day.
- The PIN (Personal Identification Number) issued to you is for security purposes. The number is confidential and should not be disclosed to third parties or recorded on the card.

**3. Termination:**

FWCCU agrees that you, the member, may terminate this agreement at any time by giving notice thereof and returning to us all card(s) issued in connection with this agreement.

**4. In Case of Errors or Questions about Electronic Transfers:**

Write to us at Florida West Coast Credit Union, 1225 Millennium Parkway, Brandon, FL 33511 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. You must provide us with the following information:

- Your name and account number.
- Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is in 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 your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days (5 business days for VISA Check Card point-of-sale transactions and 20 business days if the

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

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

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

**5. Liability Disclosure:**

Tell us at once if you believe your card has been lost or stolen. Contacting us immediately by telephone is your best method of reducing your potential losses. You could lose all the deposited funds in your accounts, plus you could be liable for repayment of your line of credit agreement. If you tell us within two (2) business days, you are liable for no more than \$50.00 if someone used your card without permission.

If you do not tell us within two (2) business days after you learn of the loss of theft of your card, and we could have prevented the use of your card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not receive any money lost after that time if we could have prevented someone taking your money if we had been advised in a timely manner.

Additional limit on liability for Visa® Check Card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Check Card. This additional limit on liability does not apply to ATM or pinned transactions not processed by Visa®. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without permission, call (813) 643-5572 during regular business hours or 1-800-554-8969 evenings, weekends and holidays.

**6. Business Days and Hours:**

Our normal business days are Monday through Thursday, 9:00 a.m. to 5:00 p.m. and Friday, 9:00 a.m. to 6:00 p.m. Saturday, 9:00 a.m. to 12:00 p.m. Holidays are not included.

**7. Information Disclosures:**

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



- when it is necessary for completing transfers, or
- in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant, or
- in order to comply with a government agency or court order, or
- if you give us your written permission.

#### **8. Right to Receive Documentation:**

Terminal Transfers - you can get a receipt at the time you make a transaction to or from your account using an automated teller machine. You will also receive a periodic statement on your account.

#### **9. Liability for Failure to Make Transfers:**

If we do not properly complete a transfer to or from your account according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if through no fault of ours, your account does not contain enough money to make the transfer;
- if the transfer would exceed the credit line on your overdraft account;
- if the automated teller machine where you are making the transfer does not have enough cash;
- if the terminal was not working properly and you knew about the breakdown when you started the transfer;
- if circumstances beyond our control (such as fire or flood) prevent the transfer;
- there may be other exceptions.

#### **10. Any notice required or appropriate may be given to you at your last address known to us.**

##### **VISA® Check card agreement**

1. Use: You may use your card to buy goods and services any place your VISA® Check Card is honored. You may also use your card to get cash from an Automated Teller Machine (ATM). If you have share overdraft protection, loan overdraft, or Courtesy Pay on your account, funds to cover your VISA Check Card transactions will be deducted first from your checking account and will then utilize available sources. For example, if the amount of money available in your checking account will not cover the transaction amount and you have authorized the applicable overdraft protection, the following scenarios could apply. We will transfer from your regular share account and charge an overdraft fee of \$2.00; make a transfer from your line of credit under the terms and conditions disclosed in your Open-End Loan agreement or pay the transaction through the Courtesy Pay program and charge a paid NSF fee of \$32.00. If your regular balance is insufficient and a line of credit is not available, we will then access any share account on which you are an owner or joint owner. All Visa Checks Cards issued by FWCCU carry a daily limit of \$2,000.00 on all point of sale, credit transactions. There is a daily limit of \$400.00 for ATM withdrawals. There are also daily limits on the number of times you can use your card in a 24 hour period.

2. Responsibility: If we issue you a card, you agree to repay any debts, including applicable finance charges and fees arising from the use of the card. If the VISA Check Card is issued to you and others on a joint application, each person signing the Agreement shall be jointly and severally liable. If you allow anyone else to use your VISA

Check Card, you will be liable for all charges made by such person and agree to pay these charges by signing the agreement that is part of this application.

3. Lost Card Notification: If you believe the card has been lost or stolen, you will immediately notify the Credit Union by calling (813) 643-5572 during regular business hours, or 1-800-554-8969 evenings, weekends, and holidays. Your total liability to the Credit Union shall not exceed \$50.00 for any card transactions resulting after the time you give notice to the Credit Union. Liability for any electronic fund transfer is not covered by this section, but has been explained as part of the aforementioned disclosure statement found under Regulation E Disclosure in this booklet (see No. 5 previous page).

4. Collection Costs: If we are forced to take collection action, you agree to pay all the court costs and collection fees, including reasonable attorney's fees and costs, whether or not there is litigation, including such fees as may be incurred in a trial and any appeal.

5. Photocopying Charges: You may be assessed \$15.00 per hour for any research that you request on your account. These charges may occur when the research is necessary.

6. Changes in Agreement: Your signature on the VISA Check Card, or the signature of any authorized user(s), constitutes your agreement that we may change, according to law, the terms of this agreement. These changes will apply to any new purchases and advances, as well as any outstanding balance. These changes may or may not affect your Credit Account. We will mail notice of such change to you at your address shown on our records. You need to notify FWCCU promptly of any changes in your address.

7. Cancelling This Agreement: You agree that we may terminate this agreement if you break any of your promises or are in default under this agreement. We also may terminate this agreement if we cancel our VISA Check Card program. You may terminate this agreement by returning the VISA Check Card to us and paying any charges due.

8. Questions and Billing Errors: Let us know immediately if you have any questions regarding your statement. Please refer to the billing error statement provided in the Regulation E Disclosure (see No. 4), or the billing error statement included with your monthly statement. This explains your right to dispute billing errors.

9. Ownership of Card(s): VISA Check Card(s) is (are) the property of FWCCU. You agree to return the card(s) to the Credit Union upon request or upon the request of anyone (including merchants) authorized by FWCCU to request the return of your card(s).

10. Acknowledgement: You acknowledge receipt of a copy of this agreement by signing the application governing this disclosure or by use of any card referenced by this agreement.

11. Currency Conversion: When you use your VISA Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a wholesale market rate or the government mandated rate in effect the day before the processing date, increased by 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.



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

### **YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Due to nature of our membership and the structure of our accounts, Florida West Coast Credit Union treats the following types of accounts as transaction accounts: Primary Share (Savings) not including any type of Club Account such as Holiday or Vacation and Share Draft (Checking) account. Feel free to ask us whether any of your other accounts might also be under this policy.

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

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

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

#### **Same-Day Availability**

- Funds from electronic direct deposits
- Cash (deposited in person)
- Wire transfers received by 4:00 pm on a business day
- Checks drawn on Florida West Coast Credit Union (deposited in person)

#### **Next-Day Availability**

Funds from the following deposits are available on the first business day after the day of your deposit:

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

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

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 on the second business day after the day we receive your deposit.

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

The first \$225 from a deposit of other checks 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 of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

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

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

#### **LONGER DELAYS MAY APPLY**

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

#### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules 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 \$5,525 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 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 \$5,525 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 ninth business day after the day of your deposit.

#### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will not be available until the second business day after the day of your deposit, as long as the deposit is made prior to 5:00 P.M.

#### **DEPOSITS THROUGH REMOTE DEPOSIT CAPTURE**

Deposits made through Remote Deposit Capture on a member's mobile device are not subject to funds availability requirements as stated in Regulation CC, the Expedited Funds Availability Act or the Credit Union's Fund Availability Policy,

1. The deposit cut off time is 3:30 P.M. every business day. Deposits transmitted after 3:30 P.M. will be accepted for deposit by the Credit Union on the following business day. The first \$200.00 of a member's deposit will be available the 3rd business day after the deposit posts to your account as long as there are no holidays or non-banking business days in between. (For example, if a member makes a deposit on a Monday at 1:00 P.M. the first \$200.00 from that deposit will be available on Thursday.) Deposits will process as an ACH file and will post to the member's account with a description of "Mobile Deposit". Funds greater than the first \$200.00 of the deposit will be available on the 5th business day after the deposit posts to the member's account provided there are no holidays or non-banking business days in between.

2. Longer delays on deposits may apply. The Credit Union reserves the right to place an extended hold in any emergency situation where there is failure of communications or computer equipment, if we have a reason to believe that an item will not be paid or that your account has been repeatedly overdrawn. If the Credit Union exercises its right to place an extended hold, the first \$200.00 of the deposit will be available on the 5th business day after the deposit posts to the member's account provided there are no holidays or non-banking business days in between. Funds greater than the first \$200.00 of the deposit will be available on the 10th business day after the deposit posts to the member's account provided there are no holidays or non-banking business days in between. Members will receive notification if there is an extended hold placed on their deposit in the form of a deposit hold notice.

---

### **TRUTH-IN-SAVINGS DISCLOSURE PRIMARY SHARE ACCOUNT**

#### **Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the

first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

#### **Minimum balance requirements:**

The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

You must maintain a minimum daily balance of \$200.00 in your Share account, or a total of \$200.00 in your Share, Christmas, and Vacation account(s) to avoid a minimum balance fee. If during any month your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee of \$10.00 for that month. This fee will not apply if you have other credit union services (checking, loan, or Visa) or if you are the primary account holder either under 18 years of age or over 60 years of age or if the account has been open less than six months. There must be a positive balance in these accounts on the last day of the month to avoid the minimum balance monthly fee.

You must maintain a minimum daily balance of \$200.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

#### **Transaction limitations:**

The maximum automated teller machine withdrawal we allow is \$400.00 per day.

The above withdrawal limitation applies to this account in combination with Checking account(s).

#### **Par value of a share:**

The par value of a share in this account is \$5.00.

### **CHECKING ACCOUNT (SHARE DRAFT)**

#### **Minimum balance requirements:**

The minimum balance required to open this account is \$20.00.

#### **Transaction limitations:**

The maximum automated teller machine withdrawal we allow is \$400.00 per day.

The above withdrawal limitation applies to this account in combination with Share account(s).

#### **Fees and charges:**

An overdraft protection transfer fee of \$2.00 will be charged for each draft paid, ACH, or ATM transaction during a monthly statement period.

Additional fees are disclosed in Common Features section.

### **MONEY MARKET ACCOUNT**

#### **Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.



**Compounding and crediting** - Dividends will be compounded every day. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

The minimum balance required to open this account is \$2,000.00.

The minimum amount you may withdraw is \$500.00 per withdrawal.

You must maintain a minimum daily balance of \$2,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

The minimum deposit we allow is \$5.00.

During any monthly statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, computer, or automatic transfer, telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union. Limit does not apply to in-person withdrawals at a teller window or automated teller machine (ATM).

**Fees and charges:**

An overdraft protection transfer fee of \$2.00 will be charged for each draft paid, ACH, or ATM transaction during a monthly statement period.

**CERTIFICATE OF DEPOSIT**

**Rate Information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

**Compounding frequency** - Unless otherwise paid, interest will be compounded every day.

**Crediting frequency** - Interest will be credited to your account every month. Alternatively, you may choose to have interest paid to you or to another account every month rather than credited to this account.

**Minimum balance requirements:**

The minimum balance required to open this account is \$500.00.

You must maintain a minimum daily balance of \$500.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of interest on noncash deposits** - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Transaction limitations:**

After the account is opened, you may not make deposits into the account until the maturity date stated on the account.

You may not make withdrawals of principal from your account before maturity.

You can only withdraw interest before maturity if you make arrangements with us for periodic payments of interest in lieu of crediting.

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of one year or less:

The penalty we may impose will be the greater of:

- seven days interest on the amount withdrawn, or
- all interest that has been earned not to exceed 90 days.

- If your account has an original maturity of more than one year:

The penalty we may impose will be the greater of:

- seven days interest on the amount withdrawn, or
- all interest that has been earned not to exceed 180 days.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original time account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**Non-automatically renewable account** - This account will not automatically renew at maturity. If you do not renew the account, interest will not accrue after maturity.



\_\_\_\_\_ **IRA CERTIFICATE OF DEPOSIT**

**(Any member wishing to open an IRA Certificate of Deposit must open an IRA Share account with a minimum deposit of \$5.00)**

**Rate Information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

**Compounding frequency** - Interest will be compounded every day.

**Crediting frequency** - Interest will be credited to your account every month.

**Minimum balance requirements:**

The minimum balance required to open this account is \$1,000.00.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of interest on noncash deposits** - Interest will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.

**Transaction limitations:**

After the account is opened, you may not make deposits into the account until the maturity date stated on the account.

You may not make withdrawals of principal from your account before maturity.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest only on the crediting dates.

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of one year or less:

The penalty we may impose will be the greater of:

- seven days interest on the amount withdrawn, or
- all interest that has been earned not to exceed 90 days.

- If your account has an original maturity of more than one year:

The penalty we may impose will be the greater of:

- seven days interest on the amount withdrawn, or
- all interest that has been earned not to exceed 180 days.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Where the account is an Individual Retirement Account (IRA), when the account owner attains age 59 1/2 or becomes disabled, the early withdrawal penalty may be waived.

**Withdrawal of interest prior to maturity** - The annual percentage yield is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original time account.

You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**CLUB ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$5.00.

You must maintain a minimum daily balance of \$200.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.



**IRA SHARE ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum balance required to open this account is \$5.00.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

**YOUTH SAVINGS ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

**Dividend period** - For this account type, the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum balance requirements:**

The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method** - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

**Par value of a share:**

The par value of a share in this account is \$5.00.

**COMMON FEATURES**

**Bylaw requirements:**

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

**Transaction limitation** - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, transaction account, or from any other savings account as defined by Regulation D.

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

**National Credit Union Share Insurance Fund** - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**FEE SCHEDULE**

Effective July 1, 2020

**GENERAL ACCOUNT FEES:**

New membership fee .....	\$5.00
General statement copy .....	\$5.00
Single service fee*(per month).....	\$10.00
Money orders (per item).....	\$1.50
Wire transfers (incoming) .....	\$5.00
Wire transfers (outgoing).....	\$25.00
Returned mail/bad address (per occurrence).....	\$2.00
Official checks - free payable to members (payable to a third party) .....	\$2.00 each
Negative balance fee (per day, if more than \$5.00 negative) .....	\$1.50
IRS levy/garnishment (per notice) .....	\$30.00
Account activity printout (per request).....	\$2.00 (unlimited number of pages)
Notary fee (for non-members)..	\$10.00 (FREE for members)
On-us check cashing (per check) .....	\$5.00 (NON-MEMBERS ONLY)
Account research (per hour/1 hour minimum).....	\$15.00
Account balancing assistance .....	\$15.00 (per hour/ 1 hour minimum)
Inactive account fee** (per month) .....	\$5.00
Account closed within 180 days of opening .....	\$25.00
Returned item - includes ACH origination (1st party).....	\$25.00
Returned item - includes ACH origination (2nd party).....	\$15.00
Loan late payment fee*** .....	\$25.00

Federal Express Overnight fee*****	Cost
Incoming collection	COST OF COLLECTION
Outgoing collection	COST OF COLLECTION
Reopen a share account within 12 months of prior closing	\$25.00
Outgoing Western Union	\$20.00
Mortgage payoff (per request)	FREE
Mortgage Satisfaction	\$10.00
Mortgage Subordination	\$25.00
Electronic Title	\$4.50
Abandoned Property Processing	\$20.00

**FEES APPLICABLE TO CHECKING ACCOUNTS**

Copy of a paid check (per check)	\$5.00
<b>Overdraft Fee Transaction Categories</b> - The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, ATM withdrawal, ACH Transactions or all other electronic means.	
Insufficient funds fee (per item)	
(ACH, Check, ATM, Debit, Bill Pay)	\$32.00
ONLINE BILL PAY****	No Charge
Stop payment fee (includes range) (per item)	\$25.00
(includes stops on bill payment)	
Paid NSF (ACH, Check, Debit, Bill Pay)	
per item*****	\$32.00
ACH stop payment (per item)	\$25.00
(pre-authorized withdrawal)	
Check printing	Price varies with style selection
Overdraft protection transfer	\$2.00
(Check, ACH, ATM, Debit, Bill Pay)	
Online copy of paid check	No Charge
Temporary checks (per check)	\$1.00
(other than new account)	
Merchant Return (Bill Pay)	\$25.00
Bill Payment Inactive Fee (monthly)****	\$ 5.95
ACH Origination through EMV	\$8.95
Dash Pay per transaction	Free with Direct Deposit #
Deposit Checks Remotely	No Charge

**VISA® CHECK CARD FEES:**

ATM transactions at ATMs we do not own (per transaction)	\$1.50
Debit NSF transaction (per occurrence) (POS, ATM)*****	\$32.00
Overdraft protection transfer (POS, ATM)	\$2.00
Card replacement fee (each)	\$10.00
PIN CHANGE (per occurrence through IVR)	Free
POS transaction with PIN	No Charge
POS transaction with signature	No Charge
PIN change at ATM	No Charge
Non-member surcharge fee	\$2.00

**VISA® CREDIT CARD FEES**

VISA late payment fee***	\$25.00
Returned Check fee	\$25.00
Card replacement fee (per occurrence)	\$10.00
Statement copy fee	\$ 5.00
VISA cash advance transaction (non-members only)	\$ 5.00

Visit Our Web site at:  
www.fwccu.com

\* Single service fee is waived under the following circumstances:  
member is under age 18; member is over age 60; account has been open less than 6 months; account has a balance over \$200.00 or member has another service with FWCCU (i.e. checking, loan, credit card.)

\*\* Account has had no activity in any suffixes for 12 months or greater and aggregate balance is less than \$1,000.00.

\*\*\* If payment is 10 or more days past due.

\*\*\*\* Online Bill Pay is free to all members that have full direct deposit and a checking account or loan and deposit or deposit balances of \$15,000.00 or more. If you are unable to meet these requirements bill pay will be \$5.95 per month and all payments over 6 will be \$.50 per payment.

\*\*\*\*\* Must pay at least one bill per month to receive service for free.

\*\*\*\*\* Standard overnight

\*\*\*\*\* We do not charge a Paid NSF fee on any transaction of \$10.00 or less.

# Dash Pay is \$1.00 per transaction for person-to-person payments and \$1.00 per transaction for external account-to-account transfers if the member does not have direct deposit.

