

FIRST CHOICE CREDIT UNION

UNIVERSAL ACCOUNT AGREEMENT

This Agreement contains the rules, terms and conditions that govern your accounts with First Choice Credit Union (hereinafter "Credit Union"). Please read this Agreement carefully and keep a copy. Please call us if you have any questions.

MEMBERSHIP

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain one share ("the membership share") as required by the Credit Union's Bylaws. By signing this Agreement and/or any signature card, you represent that you are eligible for membership in the Credit Union. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility, and continued eligibility, for the accounts and services you request.

DEFINITIONS

In this Agreement, the plural shall also mean the singular, the masculine shall mean the feminine, and vice versa.

The terms defined in this paragraph shall have the following meanings:

- The term "Account" means all accounts and services provided by the Credit Union.
- The term "Account Owner" or "Owner" means any "Primary Account Holder" and any "Joint Owner".
- The term "Agreement" means this Universal Account Agreement, all Signature Cards, and any applicable rate schedules, fee schedules, and disclosures.
- The term "ATM" means the automated teller machines available for your use.
- The term "ATM Card" means the Credit Union's Debit card and any duplicates and renewals we issue.
- The term "Card" means a Debit Card.
- The terms "Credit Union", "CU," "we," "us," and "our" mean First Choice Credit Union.
- The term "Debit Card" means the Credit Union's VISA, MasterCard or other provider's debit/check card and any duplicates and renewals we issue.
- The term "Home Banking" means the Credit Union's online banking website, which includes, but is not limited to, Home Banking, E-Statements and Bill Payer.
- The term "IRA Account" means Individual Retirement Account.
- The term "Item" means share drafts, deposit drafts, checks, electronic debits, electronic credits, drafts or any other negotiable methodology for changing an account.
- The term "Joint Owner" means any Account Owner.
- The term "Multiple Owner Account" means any Account owned by more than one Owner.
- The term "PIN" means the personal identification number given to you, which you must use in conjunction with the Debit Card, Voice Response or Home Banking.
- The terms "Primary Account Holder," "Primary Member," or "Primary Owner" means the person who is admitted as a Credit Union member and whose name appears as "Primary Account Holder" on the Signature Card.
- The term "Signature Card" means the Account Card(s) you sign to establish accounts with us.
- The term "Statement" means a periodic statement of account or items notifying you of activity in your account.
- The term "Sub Account" means an account other than the share (member) account.
- The words "You" and "Your" shall refer to each person signing the Signature Card.

AGREEMENT

By signing the Signature Card, the person whose name appears in the "Primary Account Holder" field makes application for membership in the Credit Union and subscribed for one share, the value of which shall be determined from time to time by the Credit Union's Board of Directors. You agree to conform to its bylaws and amendments thereof, copies of which are available to you. You further agree as follows:

- This Agreement governs your use of our accounts and services.
- All prior representations, promises, and conditions in connection with the subject matter hereof are merged in this Agreement.
- Any representation, promise, or condition not incorporated herein is unenforceable.
- This Agreement amends, replaces and supersedes any prior agreement.
- Each Account is subject to such other items, conditions, rules, policies and requirements as the Credit Union's Board of Directors may establish from time to time.
- Changes will be effective on the date that the Board specifies or as otherwise required by law.
- The Agreement may be modified by us from time to time without notice, unless required by law.
- Your continued use of your Account shall confirm your agreement to any such modification.
- Accounts created pursuant to the Account Terms and conditions are not transferable as defined in 12 CFR, Part 204.

BACKUP WITHHOLDING AND TAXPAYER IDENTIFICATION NUMBER (TIN)

Federal Law requires that you provide us with your Taxpayer Identification Number (TIN). For individuals, your TIN is your social security number. For businesses, this will usually be your Employer Identification Number. This number will be used when reporting the dividends you earn on your account(s) to the Internal Revenue Service (IRS). You understand that failure to provide this number will subject dividends and certain other payments paid to you under certain circumstances to backup withholding. Falsification of your TIN is a violation of federal law. If you have provided us with your TIN, you will not be subjected to backup withholding unless:

1. The IRS notifies us that your TIN is incorrect;
2. You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and/or dividends on your tax return;
3. You failed to certify to us that you are not subject to backup withholding on your Membership Application; or
4. You failed to certify your TIN on the Membership Application.

SHARE REQUIREMENTS

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

OWNERSHIP

Single Owner Accounts

A single owner Account is an Account owned by one member including any individual, corporation, partnership, trust or other organization qualified for Credit Union membership.

Multiple Owner Accounts

All Multiple Owner Accounts (except IRA accounts) are joint Accounts with rights of survivorship, not tenancies by the entireties or tenancies in common. Upon the death of an Owner, that person's interest will pass to the surviving Owner(s). If there are two or more surviving Owners, the account will be Joint with rights of survivorship, not held as tenancies by the entireties or tenancies in common.

Any Owner of a Multiple Owner Account is authorized and deemed to be the agent of all Owners(s) and may act for the other Owner(s). The Credit Union may accept orders and instructions from any Owner. Each Owner guarantees the signatures of the other Account Owners. Any Account Owner may withdraw all funds in the Account, stop payment on Items drawn on an Account, transfer, or pledge to the Credit Union all or any part of the shares of any Account without the consent of the other Account Owner(s) with the Credit Union having no duty in such event to notify any other Account owner(s). Any such pledge shall survive your death and shall be superior to the rights of any other Account Owner(s).

The Credit Union may require the written consent of the Joint Owner to be removed. The Joint Owner(s) so removed from this Account shall have no interest, rights, or privileges in and to the Account or assets thereof. To be binding, such revocation must be in writing and in a form acceptable to us.

If any Item deposited in a Multiple Owner Account is returned unpaid, an Account is overdrawn, or if we do not receive final payment on any transaction, each of the Multiple Owner Account owners is jointly and severally liable to the Credit Union of the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of which of you created the overdraft, deposited or charged the item, or benefited from the transaction(s). If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any account of an Owner or all of the funds in the multiple party account, regardless of who contributed them. Furthermore, the Credit Union may charge the amount of the negative balance against any other account from which any of the Account Owners is entitled to withdraw money or charge such negative balance as an advance pursuant to any existing loan of any Multiple Account Owner to satisfy the negative condition pursuant to any credit agreement any Multiple Account Owner has with the Credit Union.

POD Accounts

A Payable on Death (POD) Account is an instruction to the Credit Union that an Account so designated is payable to the owner(s) during the account owners' lifetimes, and upon the death of the last account owner, such POD account is payable to any named and surviving POD beneficiary designated on your Account Card. Accounts payable to more than one surviving POD beneficiary are owned jointly by such beneficiaries with rights of survivorship, not owned as tenants in the entirety nor owned as tenants in common. Any POD designation must be written on our account form and accepted by us. Furthermore, any POD designation will apply to any and all subaccounts to which that account card/signature card is directed. Notwithstanding the foregoing, any POD designation will not apply to Individual Retirement accounts (IRAs), which shall be governed by a separate POD beneficiary designation. The Credit Union shall at no time have any obligation whatsoever to notify any POD beneficiary of the existence of any Account or the vesting of the POD beneficiary's interest in any Account. Upon the death of the last surviving owner, payment to any POD beneficiary shall be valid to discharge us from any liability to all POD beneficiaries.

No POD beneficiary may pledge any part of the shares in this account as collateral for any loan or loans with us. The death of an account owner shall not affect the validity of any statutory or consensual liens created prior to the death of such account owner(s). Any Account Owner may change (or revoke) any or all POD beneficiaries at any time; provided that any change or revocation of POD beneficiaries must be written on our account form and accepted by us. Any POD beneficiary so removed shall have no interest, rights or privileges in and to the account or assets thereof. To be binding on the Credit Union, such revocation must be in writing and accepted by us.

Accounts for Minors

The Credit Union may open accounts with a minor as the Primary Member and make payments of funds in such account directly to the minor without regard to his minority. For any Account established by a minor, the Credit Union reserves the right to require the minor account to be a Multiple Owner Account with a Joint Owner who has reached the age of majority under Florida law who shall be jointly and severally liable to the Credit Union for any returned Item, overdraft, or unpaid charges or amounts in such Account. The Credit Union may condition the account opening upon our accepting the credit history of the adult Joint Owner.

The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any Account owner. The Credit Union shall not change the Account status when the minor reaches the age of majority, unless authorized to do so in writing by any Account Owner.

Sub Accounts

In addition to the Share Account, any Account Owner may open other accounts (Sub Accounts) by submitting the appropriate account change card which we accept to open such Sub Accounts (Checking Accounts, Certificate of Deposit Accounts, IRA Accounts and Christmas Club Accounts are examples of Sub Accounts).

Any Certificate of Deposit Account opened under an existing account will be owned solely by the person(s) shown on the Certificate Account Card.

Account Disputes Between Account Owners

If the Credit Union receives notice of a dispute between Account owners or receives inconsistent instructions or claims from them, including third party claims alleging an interest in the Account, the Credit Union may suspend or terminate the Account, require all Account Owners agree in writing to any transaction or require a court order to act by filing any legal action (including an interpleader) for a determination of ownership and for resolution of the dispute. You further authorize us to deduct our costs and expenses, including attorney's fees, incurred and involved in filing and pursuing the legal action.

SHARE ACCOUNTS

This Account is established when application for membership is accepted. The purchase of one share is required to open this account. Voting privileges are extended to the Primary Account Holder of this type of account, and Joint Owners of this type of account are not eligible to vote. Please refer to the Rate Schedule and Truth in Savings Disclosure and Fee Schedule to determine applicable fees for Accounts.

INDIVIDUAL RETIREMENT ACCOUNTS (IRAS)

Traditional, Roth and Coverdell Education IRA Accounts are available to applicable members. IRA Account provisions are governed by separate document(s) that will be provided at the time you open these type accounts.

Individuals under the age of 59 ½ may be subject to Internal Revenue Service penalties and payment of ordinary income taxes when withdrawing principal and dividends from a Traditional and Roth IRA Account.

CERTIFICATE ACCOUNTS AND IRA CERTIFICATE ACCOUNTS

You will receive a receipt for the funds deposited in the Certificate Account you establish with us. The receipt is merely evidence of your Certificate Account with us and the Certificate Account is non-negotiable and non-transferable. Certificate Accounts may not be pledged, transferred or assigned to any party other than this Credit Union. Nothing contained in this Agreement or other agreements shall be construed so as to make any Certificate Account a demand deposit. We reserve the right to require at least seven

(7) days written notice of an intention to withdraw any funds represented by a Certificate. This notice time may be increased according to our Bylaws or applicable law. Additional terms and conditions are disclosed in the Rate Schedule and Truth in Savings Disclosure and Fee Schedule provided to you with this Agreement.

CHECKING ACCOUNTS

The Credit Union offers Checking Accounts (also called share draft accounts). Please refer to the Rate Schedule and Truth in Savings Disclosure and Fee Schedule to determine fees, minimum balance requirements and monthly service charges.

The Credit Union is under no obligation to pay any Item that contains a suspected forgery or alteration and, in such an event, we will incur no liability for any action regarding the nonpayment of any Item. You agree that in no event will the Credit Union be liable for damages for the dishonor of any Item as long as we act in good faith and exercise ordinary care, regardless of whether you have a balance in your Account sufficient to pay any Item that we fail to pay. The Credit Union will not be liable for any loss resulting from any reasonable delay in sending notice to you that the Item has been returned uncollected.

The Credit Union is not liable to you if the Credit Union pays an Item containing an alteration or a forged or unauthorized signature. The Credit Union will process checks drafts, items and other orders by electronic means and smaller items will not be visually examined. You agree that we will set a minimum amount of an item we examine and will not examine an item less than that minimum amount. Such minimum amount will be a reasonable standard for financial institutions in our geographic area. You agree and acknowledge that the Credit Union will not examine items less than said minimum amount and is not liable or responsible for any lack of effective signatures, endorsements, alterations or other matters which might have been discovered by an actual visual examination of an item.

You will be sent a periodic statement that will indicate all transactions and activity on the Account during the statement period. Such statement will be mailed to your last known address as shown on the Credit Union's record. You agree that the statement is sufficient to allow you to reasonably identify the Items without indicating the payee of any Item. You have a duty to examine the statement and discover any Items containing unauthorized signatures or alterations. If you discover any Items on the statement that differ from your records, you must promptly notify the Credit Union within 30 days from the date the item was available to you. Failure to notify the Credit Union within a reasonable time frame (not exceeding 30 days after your statement is made available or mailed) will prevent you from recovering on the Item. The Credit Union will not be liable for Items forged or altered in a manner not detectable by the Credit Union through reasonable means, including, but not limited to, forgery or alteration resulting from the unauthorized use of a facsimile signature machine.

You understand that your original Items will not be returned to you. You are responsible for examining each statement, requesting copies of questionable Items, and reporting any irregularities to the Credit Union. For a fee, the Credit Union shall give you a copy of any paid Item charged to this Account upon receiving a written request from you. You agree that the availability of obtaining a copy of a paid Item, upon request made to the Credit Union, constitutes a reasonable manner in which the Credit Union may make available paid Items. We may charge this Account for this service in accordance with the fee schedule established by our Board of Directors. You agree that the Credit Union's retention of Items does not alter or waive your responsibility to examine your statements or alter the time limits for notifying the Credit Union of any forgery, alternation, errors or objections.

In the event we pay an Item drawn on this Account, we may charge this Account the amount of such Item, even if the Item is presented more than six (6) months after its date.

If an Item is presented for payment and the amount of such Item exceeds the fully paid and collected share balance in this Checking Account, we may assess this Account a charge (to be established from time to time by our Board of Directors) for the presentment of such Item regardless of whether or not the Item is paid.

You agree the Credit Union shall not be responsible for the acts or omissions of any other party selected in connection with this Account or the condition of any Item, draft or other Item handled under this account subject to the Credit Union's duty to exercise ordinary care.

Understanding Your Account Balance. Your share draft account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. You should assume that any item which would overdraw your account based on your available balance may create an overdraft.

How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure provided at the time you opened your account for details regarding the timing and availability of funds from deposits.

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

We reserve the right to pay items in any order we choose as permitted by law.

In addition, a declined item may be re-presented by payee of the item. We do not monitor or control if and when an item is represented. Subsequent presentments may result in multiple overdraft fees for the same item”

Overdrafts

Although we are under no obligation to pay any Item that exceeds the fully paid and collected share balance in the Account, we may, at our option, pay such Item or permit the withdrawal even though the payment or withdrawal causes an overdraft in the account. The Credit Union, by covering one or more overdrafts, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. We pay overdrafts at our discretion. Therefore, we **do not guarantee** that we will always authorize and pay any particular transaction. If we do not authorize and pay an overdraft, your transaction will be declined. If the Credit Union decides to pay an item that overdraws your Account, you agree to immediately pay the overdraft amount plus a fee as disclosed in the Dividend Rate and Fee Schedule.

In addition, a declined item may be re-presented by payee of the item. We do not monitor or control if and when an item is represented. Subsequent represents may result in multiple overdraft fees for the same item.

In the event there is a negative balance, each signer on the Account and each Account Owner is jointly and severally liable for the negative balance, any fees incurred, and interest thereon. The Credit Union may charge the amount of the negative balance against any other account from which any of you, jointly or individually, are entitled to withdraw money or establish a credit advance pursuant to any credit agreement between any of you and the Credit Union.

Stop Payments

You may request that we stop the payment of a draft issued by you by a written stop payment order, or by using online forms powered by DocuSign. Any oral stop-payment order is valid for 14 calendar days. Unless renewed, a written stop payment will expire after six (6) months. Your stop-payment order must be received at such time and in such manner as to afford us a reasonable opportunity to act on it prior to any other action being taken on the draft. You agree that in order for us to have a reasonable opportunity to act, we must receive your stop-payment request at least two (2) business days before the draft is received by us for posting to your account. The term “*business day*” does not include any Saturday, Sunday, or federal holiday, even though our office may be open. We may charge you a fee for each stop-payment order you give. Such stop-payment must be renewed every six (6) months in order for us to avoid payment of the check. Unless renewed after six (6) months, we do not promise to honor the stop-payment.

The Credit Union reserves the right to refuse to honor any requests to stop payment of any Item for any reason consistent with good faith and the exercise of ordinary care. Unless you give the correct Account number, correct Item amount and correct Item number, the Credit Union has no responsibility to stop payment. If the Credit Union credits your Account after paying an Item over a valid and timely stop payment order, you agree to assist the Credit Union if it takes legal action upon the Item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorney’s fees, damages, and other expenses or losses that may be incurred by the Credit Union, its employees, or agents on account of a stop payment order.

The above stop payment provision only apply to items you issue on your Account. You do not have the right to stop payment on any Item issued by the Credit Union or drawn on any Account other than your Checking Account.

Stale-dated Checks

We, at our full and complete discretion, may pay a check, other than a cashier’s, tellers or certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner described above.

Payment Order of Checks

Checks, drafts, transactions and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our sole discretion, pay a check, draft or item, and execute other transactions on your Account in any order we choose. The order in which we process checks, drafts and other items may affect the total amount of overdraft fees that you may be charged.

MONEY MARKET ACCOUNTS

The Credit Union offers Money Market Accounts pursuant to this section and other applicable provisions contained in this Agreement or by policy established by the Credit Union. You authorize us to honor your withdrawals and transfer requests against the funds in your Money Market Account. You agree that all provisions relating to Checking Account as stated in this Universal Account Agreement including, but not limited to, overdraft protection, shall apply to your Money Market Account. Please refer to the Rate Schedule and Truth in Savings Disclosure, Fee Schedule and transaction limitations to determine applicable fees, minimum balance and other requirements for Money Market Accounts.

SPECIAL ACCOUNT INSTRUCTIONS

You may request the Credit Union to facilitate certain trusts, wills, or court-ordered account arrangements. However, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. The Credit Union does not administer trust accounts. The Credit Union may, at its complete discretion, permit accounts to be owned by trusts on a case-by-case basis.

If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or require you to post a bond or obtain some other protection. You agree to hold harmless and indemnify the Credit Union from any and all claims or losses that may arise out of any transaction pertaining to any Account. Furthermore, the Credit Union has no responsibility to determine if the trustee, personal representative, administrator, or any other fiduciary has been duly appointed and qualified to act in that capacity, nor whether any transaction by a fiduciary involving such an account is in accordance with or authorized by applicable law or agreement. The Credit Union's only obligation with such accounts is to act as a depository for the funds in the account. Account changes requested by you, or any other Account Owner, such as adding or closing an account or service, may be required to be in writing and signed and the same must be evidenced as accepted by the Credit Union at its sole and uncontrolled discretion.

DEPOSITS

Funds deposited in person to a Credit Union employee are considered deposited that day. Funds mailed to the Credit Union are deposited and posted after receipt. Funds deposited in non-staffed depositories are considered received when removed from the depository, are processed and are confirmed pursuant to Credit Union procedures and posted to your Account. If you make a deposit on a business day that we are open, we will usually consider that day to be the day of your deposit. All non-cash items credited to this Account will be credited conditionally, subject to final payment, and such items may be charged back from any Account in which you have an ownership interest or the right to withdraw, at any time until the proceeds thereof in money (U.S. Dollars) have been actually received by us. If any Item deposited in an Account is returned unpaid, you are jointly and severally liable to the Credit Union for the amount of the returned Item and any charges, regardless of who deposited the Item or benefited from the transaction. We shall not be obligated to notify you that an Item has been dishonored or not otherwise collected. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor any extra time beyond any midnight deadline. We will not be responsible for recognizing any conditions and/or written instruction concerning payment contained on an Item deposited to or drawn on an Account, including, but not limited to, restrictive endorsements or postdated Items.

If you make a deposit, transfer, or payment at an unstaffed depository, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip and our accounting will be the amount that our procedure concludes was found in the envelope used to make the transaction. You agree that our conclusion regarding the amount deposited is final.

DIRECT DEPOSITS

We may offer direct deposit options allowing you to pre-authorize deposits (e.g., payroll checks, Social Security, retirement checks, other government checks, etc.) or transfers from your Accounts with us. You must authorize any such deposits or transfers by a separate authorization form. If you wish to cancel the direct deposit or pre-authorized transfer option, you must notify us at least 30 days prior to the next scheduled date for any direct deposit or pre-authorized transfer. If we deposit any amount in your Account by mistake, you authorize us to deduct the amount from your Account at any time without prior notice.

ENDORSEMENTS

Each of you appoints the other Account Owner(s) as your attorney-in-fact for any purpose including, but not limited to, the power to deposit funds and endorse any Item payable to any Account Owner. You agree that the deposit of any item is the legal equivalent of every Owner's endorsement of such item for deposit. You authorize the Credit Union to supply any missing endorsement for you on any Item or other instrument tendered for your Account. We are relieved of any liability in connection with collection of such Items that are handled by us and we shall not be liable for acts of our agents, subagents or others, or for any casualty. You agree to indemnify us from any loss due to an endorsement or other writing placed on a check in violation of the Federal Reserve's Regulation CC.

ACTIONS BY LEGAL REPRESENTATIVES

You agree that we are authorized, but not contractually required, to recognize the authority of any attorney-in-fact, guardian, custodian, trustee, or agent legally appointed by you or by a court of competent jurisdiction for the transaction of business on your Accounts. In doing so, we will have no duty to inquire as to the use or purpose of any transaction by any legal appointee. You agree that we are not obligated to conduct any transaction except those actually authorized by you.

In order to honor the appointment of an attorney-in-fact, we may require, at our full and complete discretion, such person to indemnify us for any loss, claims, or damages arising from our reliance on the appointment of the attorney-in-fact. You agree to allow us to forward any power of attorney presented to us to our attorneys for review and agree that any delay caused by such review is authorized and reasonable under the circumstances.

INACTIVE ACCOUNTS

An Account may be considered dormant/inactive when there has been no transaction other than dividend postings for a period established by the Board of Directors. The Credit Union may charge a fee for continuing to process your dormant/inactive Account as set forth in the Rate Schedule and Truth in Savings Disclosure and Fee Schedule. The Credit Union will send notice to you, as required by law, at your last known address prior to imposing any fee. You authorize us to transfer funds from any account from which you can withdraw to cover any such fee. To the extent allowed by law, the Credit Union reserves the right to transfer the Account funds to an account payable and to suspend any further account statements, dividends and interest payments.

ABANDONED ACCOUNTS

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

TERMINATION OF ACCOUNT

The Credit Union may terminate your Account at any time without notice to you or may require you to apply for a new account upon the occurrence of any one of the following: (1) there is a change in Owners or authorized signer; (2) there has been a forgery or fraud reported or committed involving your Account; (3) there is a dispute as to the ownership of the funds in the Account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid Items not covered by an overdraft protection plan; (6) there has been any misrepresentations or any other abuse of any of your Accounts; (7) the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union; or (8) the Credit Union believes such termination to be in the best interests of the Credit Union.

We have the right to terminate any Account and to terminate all of our liability hereunder by mailing our check for the balance of this Account to the address on file for any Account Owner. In the event of a dispute over the ownership of the Account, you authorize us to file legal action, including an interpleader, for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the legal action, including attorney's fees, from the Account funds and to file the remaining sum with the court. You may terminate any single party account at any time by notifying the Credit Union in writing. The Credit Union reserves the right to require the consent of all Multiple Account Owners for the termination of a Multiple Owner Account. As long as we act in a manner consistent with good faith and the exercise of ordinary care, we may refuse to honor any request to close your Account. The Credit Union is not responsible for payment of any Checking Account withdrawal, or other Item after your Account is terminated; however, if the Credit Union pays an Item after termination, you agree to reimburse the Credit Union for the payment.

TERMINATION OF MEMBERSHIP

You may be denied services or expelled from membership for any reason permissible under applicable law, including causing a loss to the Credit Union. You are no longer a member if you do not own at least one share of \$5.00. You may voluntarily terminate your membership at the Credit Union after giving notice of your intent to withdraw from membership and withdrawing all funds on deposit as legally required of the Credit Union.

The Credit Union may terminate your membership as specified by applicable law and the Credit Union Bylaws.

DEATH OF ACCOUNT OWNER

The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union is notified in writing of a member's death and until we have reasonable opportunity to act regarding such death. During the ten (10) days following written notification of a member's death, the Credit Union is authorized to pay items and to honor other payments or transfer orders authorized by the deceased member.

You agree the Credit Union can require that anyone who claims funds in your Account after your death to indemnify the Credit Union for any losses actually or potentially resulting from honoring that claim. This Agreement will be binding upon any heirs, legal representatives of any Account owner and any anybody claiming an interest arising after the death of an Account Owner.

SHARE LIEN

You grant us a security interest (securing all obligations you have with us) in all funds in any account (now or in the future) in which you have an ownership interest or you have the right to withdraw funds. To the extent you owe the Credit Union money as a borrower, guarantor, and endorser or otherwise (including amounts owed because of incurred fees) the Credit Union has a statutory lien and consensual lien pursuant to this Agreement in all funds in any account (now or in the future) in which you have an ownership interest or you have the right to withdraw funds (without regard to any statutory presumption regarding ownership, without the requirement that the debt be owed by such Account Owner, and without regard to who contributed funds to the Account).

You may not withdraw shares or deposits that are collateral for obligations secured by our statutory or consensual lien, except to the extent that such shares and/or deposits exceed what you owe us (either directly or contingently). Our failure to assert any security interest, lien and/or right to setoff shall not be a waiver to assert any such right in the future. All accounts are not assignable and nontransferable to third parties, unless otherwise agreed to by us in writing.

The Credit Union may enforce its liens, by freezing account funds (without any prior notice) either before or after default, even if an overdraft, dishonor, or interest penalty results. The Credit Union may enforce its liens (without any prior notice) by applying funds, even if an overdraft, dishonor, or interest penalty results.

NOTICES

You agree to notify the Credit Union in writing of any change of your address or name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union requires written notice of a change in address. If our mail to you is returned to the Credit Union, we may impose a service fee for attempting to locate you. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one Account Owner is agreed to be notice to all Owners.

ELECTRONIC STORAGE OF DOCUMENTS AND ELECTRONIC SIGNATURES

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

TELEPHONE CONSUMER PROTECTION ACT

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

I certify that I am the subscriber of all telephone numbers provided to First Choice Credit Union Credit Union. Standard rates and fees may apply from your telephone provider. I understand that I am not required to provide my consent as a condition of receiving any service from First Choice Credit Union, and that I have the right revoke consent of First Choice Credit Union to contact my cellular number for marketing and/or advertisement purposes, on any and all telephone numbers provided at any time. I may revoke that consent either by e-mailing MSR@firstchoicecu.org or by notifying First Choice Credit Union Credit Union through any other reasonable means.

CHANGES TO THE AGREEMENT

You acknowledge that the Credit Union Board of Directors has the legal authority to set all terms and conditions of Credit Union accounts and to change them. From time to time the Credit Union may amend the terms of this Agreement (including but not limited to) the conditions, rules and procedures. We will notify you of such changes if required by law. You agree that a notice in a Credit Union publication mailed to you regarding a change is a valid and effective change, even when you are not provided a complete copy of the change unless you request a copy. Changes will be effective on the date specified or as otherwise required by law.

You may not modify this Agreement without prior written approval from us. No representation or statement made by any employee of ours shall be binding upon us unless it is made in writing and signed by the CEO/President.

MISCELLANEOUS PROVISIONS

We reserve the right, at any time and at our complete discretion, to require you to give not more than 60 days advance written notice of intention to withdraw the whole or any part of the amounts in any of your Accounts.

You agree the Credit Union shall not be responsible for any delay in performance hereunder resulting from events beyond the Credit Union's control including, but not limited to, computer, transportation, communication or equipment failure, delays caused by another party, fire, flood, or other acts of God, war, or nature.

If we institute suit against you as a result of a breach by you in this Agreement or as a result of an overdraft, you agree to pay our costs of litigation, including, but not limited to reasonable attorney's fees and court costs. You agree to hold us harmless and indemnify the Credit Union, its employees, and agents from and against any and all loss, claim, or damages, including reasonable attorney's fees that we may incur on your behalf.

The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

The paragraph headings are for convenience only and do not form a part of this Agreement. If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect.

COMPLETE AGREEMENT

The Universal Account Agreement (including its attachments) and any Signature Cards for any Sub Account(s) constitute the entire Agreement between the parties. All prior and collateral representations, promises, and conditions in connection with the subject matter hereof are merged herein. Any representation, promise, or condition not incorporated herein is unenforceable.

ARBITRATION AND WAIVER OF CLASS ACTION PARTICIPATION

Each of you waive the right to participate in any class action litigation against the Credit Union. Any controversy between you and us or claim arising out of or relating to this Agreement and/or Account and any other relationships with, unless otherwise prohibited by statute or regulation, shall be settled by binding arbitration. You further agree that any such arbitration shall take place in Palm Beach County, Florida. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. No provision of this Agreement, nor the exercise of any right under this agreement, shall waive the arbitration requirement or limit the right of the Credit Union to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration, (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this agreement upon the breach of any term or condition herein; or, (5) to proceed with collection of the Account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. Any and all arbitration under this contract will take place on an individual basis; class arbitrations and class actions are not permitted. **YOU FURTHER AGREE THAT YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.**

GOVERNING LAW

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the State of Florida, without regard to its choice of law provisions, and local clearinghouse rules as amended from time to time.

FAIR AND ACCURATE TRANSACTIONS ACT NOTICE

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

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA) NOTICE

Certain transactions are prohibited under the Unlawful Internet Gambling Enforcement Act (UIGEA). Transactions are prohibited and may not be processed through any Credit Union account. If we reasonably suspect that your account is used for unlawful gambling (i.e. *"knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made"*), we have the right to refuse such transaction which we reasonably suspect involves internet gambling or illegal activity.

IDENTIFICATION AND AUTHORIZATION TO OBTAIN INFORMATION

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

PRIVACY, PART 715 OF NCUA'S RULES

We maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. The Credit Union will provide you with a copy of its Privacy Policy at the time your membership account is opened and when otherwise legally required to do so.

FUNDS AVAILABILITY

Cash and electronic direct deposits will be available on the day we receive the deposit. The length of hold on other funds depends on the type of deposit. Credit Union guidelines may allow us to make funds available earlier than described below. When determining availability of your deposits, the day on which you may withdraw funds is counted in business days from the business day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a

business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that deposit was made on the next business day we are open. When available, you can withdraw the funds in cash and/or we will use the funds to pay items you authorized. It is important to remember availability does not guarantee ultimate collection of non-cash items. Any item (s) returned to us unpaid will be charged back against any of your share, or share draft accounts. If you already withdrew the funds, the unpaid items may cause your account to become overdrawn. You are liable to repay the funds and you may be charged fees.

Government Checks, Cashier Checks and Other Special Types of Checks

Unless a longer hold applies as described below, the following types of deposits are available no later than first (1st) business day after we receive your deposit if you make the deposit in person to one of our employees:

- U.S. Treasury checks that are deposited in an account held by a payee of the check
- Checks drawn on the Credit Union
- State and local government checks that are deposited in an account held by a payee of the check
- Cashier's, certified, and teller's checks that are deposited in an account held by a payee of the check
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and US Postal Money Orders, if these items are deposited in an account held by a payee of the check
- Traveler's checks
- Wires

Availability of Other Check Deposits

The first \$225.00 from a deposit of checks will be available on the first (1st) business day after the day of your deposit. The remaining funds will be available on the second (2nd) business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$225.00 of the deposit is available on Tuesday. The remaining \$475.00 is available on Wednesday.

Longer Holds May Apply

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

- We believe an item will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- An item(s) of redeposit that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.
- Special rules for new accounts as described below.

We will provide you written notice if we delay your ability to withdraw funds for any of these reasons. If the notice is not given at the time of deposit, we will send you notification no later than the first (1st) business day following the day of deposit. We will tell you the reason and when the funds will be available. Funds will be available no later than the sixth day (6th) after the day of your deposit.

Special Rules for New Accounts

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

1. The first \$5,525.00 from a deposit of U.S. Treasury checks will be available on the first (1st) business day after the day of your deposit. The excess over \$5,525.00 will be available on the ninth (9th) business day after the day of your deposit.
2. Funds from electronic direct deposits and wire transfers into your account will be available on the first (1st) business day after the day we receive the transfer.
3. Funds from deposits of cash and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available on the first (1st) business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth (9th) business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,525.00 will not be available until the second (2nd) business day after the day of your deposit.

Foreign Checks

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

SUBSTITUTE CHECKS AND YOUR RIGHTS

What Is a Substitute Check?

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

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

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, limited to the amount of your loss or the amount of the substitute check, whichever is less). You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 561-641-0100 or 800-449-3328. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

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

INTERNATIONAL ACH DEPOSITS/ HOLD ON FUNDS

IAT - International ACH Transaction (IAT) or IAT Entry means a credit or debit Entry that is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States. You acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from your account(s) is identified and designated by the Financial Institution's screening criteria for review and examination under the Office of Foreign Assets Control (OFAC) Rules and Regulations, then the settlement of such an IAT entry may be delayed or suspended pending the Credit Union's review of the IAT entry, and may be terminated under applicable OFAC Rules.

OFAC Rules are economic and trade sanctions administered and enforced by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury to prevent "prohibited transactions" based on U.S. foreign policy and national security goals against targeted foreign states, organizations, and individuals.

You acknowledge that the Credit Union may be required to place an indefinite hold on the funds covered by the IAT entry if the IAT entry is required to be terminated under the OFAC Rules. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT entry is delayed or terminated, the Credit Union will provide you such notice as may be required by the OFAC Rules¹ or NACHA Rules, or other applicable laws and regulations. We may add a fee, as disclosed in the Fee Schedule, for processing an IAT transaction.

WIRE TRANSFERS

The following terms shall apply to all wire transfers of funds (as defined by Federal Regulation J and Article 4A of the Uniform Commercial Code as set out in the Code of Florida) to or from any of the member's accounts at this Credit Union. To the extent the terms contained in this Agreement are different than those in any other agreement or terms of accounts, this Agreement shall control and be deemed to modify such other agreement or terms of accounts.

If you request a funds transfer to be made or if a funds transfer is made to your Account, the Federal Reserve Board's FedWire may be used. Regulation J governs all FedWire Transfers and therefore, determines the rights and liabilities of the parties of the transfer. All Automated Clearing House payments are provisional. We may give you credit before we receive final settlement of the funds transfer. If we do not receive payment for the provisional credit granted we might charge back to you any provisional credit that we have given. In that event, you authorize us to take such sum from any Account in which you have an ownership interest or the right to withdraw.

Notice of funds transferred from or a receipt of a funds transfer into your Account will be made by us on your periodic statement for the affected Account. We are not obligated to provide you with next day notification of transfers to your Account. You may, of

course, inquire between periodic statements regarding transfers. You agree to examine the periodic statement within fourteen (14) days after the statement is mailed and immediately notify us of any discrepancy or error. If you fail to notify us within fourteen (14) days after the statement is mailed you shall discharge and relieve us from any liability of claims, demands or expenses (including attorney's fees) in connection with such discrepancy or error.

All funds transfer will be made according to our security procedures. Those security procedures are intended to verify that an order is authorized and detect errors in the transmission or content of the payment order. Unless changed by written agreement, the security procedures we will use are:

- (1) wire transfers must be made in person at the Credit Union;
- (2) you will be required to produce your approved photo identification; and
- (3) you will be required to sign a wire transfer authorization.

These security procedures will also apply to any amendment or cancellation of a payment order. A payment order, verified by the security procedure is effective as your order, whether or not the order is in fact authorized by you. We may give you notice of change in the security procedures. In this event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree in writing to an alternate security procedure.

If a beneficiary of a funds transfer is identified by name and an identifying number or account number, payments made to the beneficiary may be made on the basis of that identifying number or account number even if the number identifies a person different from the named beneficiary. We will not be responsible for the amount of the transfer paid by means of a designated identification number or account number even if it goes to the wrong beneficiary.

If a payment order identifies an intermediary or beneficiary's financial institution only by an identifying number or account number, we may rely on that number as being the proper identification of the intermediary or beneficiary's financial institution. If a payment order identifies an intermediary party or beneficiary's financial institution by both name and an identifying number, and the name and number identify different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identification of the intermediary party or beneficiary's financial institution. You agree to indemnify us for any loss or expense that result from our reliance on an incorrect identifying number or account number. We are authorized to take the amount of such loss or expense from any Account in which you (or any of you) have an ownership interest or the right to withdraw.

Any rate of interest that we may be obligated to pay as a penalty under Regulation J or Article 4A shall be equal to the dividend rate paid on the account from which the funds transfer should have occurred or to which the proceeds of the funds transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest.

You agree that-under no circumstances-will we be liable for any indirect, incidental, consequential, remote or special losses or damages, including attorney's fees and costs, arising from any wire transfer.

We may establish or change the cut-off time for the receipt and processing of funds transfer requests, amendments, or cancellations. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the following business day we are open and processed accordingly. Additionally, the cut-off time may be extended without notice to you if an intermediary or beneficiary institution is closed. We are under no obligation to accept a cancellation or amendment to the funds transfer order received from you but may do so at our option.

We may, at our option, choose not to carry out your funds transfer order, including cancellation or amendment of an order, that is not in accordance with the terms of this agreement, or if the transfer is prohibited by a court order garnishment, tax levy or the like, or we reasonably believe such transfer would result in a loss to us. We are not obligated to give you notice of such action, but notice may be given in your next periodic statement or as otherwise required by law. Requests for funds transfers must be made in accordance with the rules and procedures that we have in place at the time of the request. We may charge you a fee for the transfer or other related services according to our Fee Schedule at the time of the funds transfer order.

ELECTRONIC FUND TRANSFERS (EFTS)

The following terms and conditions will govern all electronic fund transfers (EFTs) initiated by you or anyone else you have given access to your Accounts, whether by telephone, automated teller machines (ATMs), Automated Clearing House (ACH) networks, or by any other electronic means. You agree to be responsible for all unauthorized EFTs made from your Accounts subject to limitations contained in applicable federal law. Those limitations on your liability for unauthorized EFTs are summarized later in this part. By signing the Signature Card, you request us to issue an access device and authorize us to issue one to you. You agree that any Visa Check Card issued to you remains our property and may not be transferred or assigned to anyone. Upon our request, you agree to return your Visa Check Card to us. Everyone who receives, signs, or uses a Visa Check Card issued under this Agreement must be a party to this Agreement. We may terminate access to EFTs or cancel your access devices at any time. Upon such termination, we shall give you notice of termination. The devices may not be used after we cancel them or after they have expired. If we do cancel, you agree to return your Card(s) to: First Choice Credit Union, Attention: Member Services Department, 1055 South Congress Avenue, West Palm Beach, FL 33406.

Access to EFTs may be terminated by you by giving a written notice to us and returning the Card to us. Termination of the access device shall not affect the liability you incurred prior to termination. You must keep your share account(s) and Checking Account(s) open in order for your access to EFTs to remain valid. You agree to pay the current charges shown on our Fee Schedule and any future charges that may be approved by our Board of Directors for the use of EFTs. You authorize us to take any such fees from any account in which you have an ownership interest or right to withdraw.

We believe that the various means of accessing EFTs will prove to be reliable. However, certain means may not operate properly at all times. We, therefore, will not promise that our systems will always be available for your use. You promise not to attempt to make a transfer when a system tells you or other circumstances give you a reason to believe that the system is closed or is not operating properly due to a technical malfunction or are otherwise unable to make the transfer you desire.

You agree that if we notice your accounts are being used more frequently than usual, or are having larger amounts withdrawn than are usually withdrawn, we may try to contact you to verify that the access device to the EFT has not fallen into the hands of an unauthorized user. If we do not reach you, we may, in order to attempt avoidance against possible losses, choose to invalidate your access device the next time it is used. If we do, in fact, invalidate your access device, it may be revalidated. Contact us for the particulars involved in revalidating the device. However, you understand that we have no obligation to keep up with how the account is usually used or to notify you if we notice unusual activity.

To initiate transactions via a Visa Check Card or our telephone response system, you must have a personal identification number (PIN). You agree not to tell your PIN to anyone, not to write the PIN on your Card or do anything else that would cause the Card or PIN to fall into the wrong hands.

You agree also to tell us if you believe the Card or PIN has been stolen or lost. The fastest way to notify us is by calling 561-641-0100 or 1-800-449-3328 during business hours.

You agree that we are not responsible for providing security guards or other security measures at various ATM terminals unless required by applicable law.

If you make a transfer, deposit or payment at an ATM terminal, you agree that the correct amount, in the event of a discrepancy between a written receipt or deposit slip, will be the amount that we find in the envelope used to make the transaction. You agree that each transaction completed during normal Credit Union business hours will be posted immediately to your account; transactions received after normal Credit Union business hours may be posted on our next regular business day. You further agree that credit to accounts for non-cash Items will be conditional until we can collect the Item. If we cannot collect the amount of the non-cash Item, that amount will be deducted from your account.

You agree that the EFT system shall be used only for the type of EFTs we offer and to have access only to the accounts that we in advance have approved. If through some error the Card permits you to withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you can use.

Purchases and cash withdrawals made in foreign currency will be debited from your account in U.S. Dollars. The conversion rate will be (1) a rate selected by Visa from a range of rates available in the wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa receives; or (2) the government mandated rate in effect for the applicable central processing date. All transactions processed outside the United States may be charged a foreign transaction fee in the amount disclosed on the Credit Union's fee schedule.

YOUR ACCESS DEVICE AND ELECTRONIC FUND TRANSFERS

YOU CANNOT TRANSFER MONEY INTO OR OUT OF YOUR ACCOUNT UNTIL WE HAVE ACTIVATED YOUR USE OF OUR ELECTRONIC FUND TRANSFER SYSTEM. To activate your Visa Check Card or to have access to Voice Response you need to contact our office and obtain a PIN. To access Home Banking, you need to call our office to register and, then, go to www.FirstChoicecu.net and sign-up for each service. You will need to designate a login and password. When we issue you a PIN, the system will accept the use of your access devices. You cannot use your Visa Check Card or Voice Response to transfer money into or out of your Account without a PIN. You cannot access Home Banking without a login and password. If you receive a Card that you do not want to use, please destroy it by cutting it in half and returning it to us.

Account Access

The following types of transactions may be made with your Account:

1. Preauthorized deposits made directly from other persons into your Share and Checking Accounts
2. Preauthorized transfers made directly to other persons from your Share and Checking Accounts

Visa Check Card Transfers and Limitations

Your Visa Check Card(s) may be used at any ATMs owned by the Credit Union and any affiliate locations. When used with your PIN, an ATM will allow you to initiate any of the following transactions provided the accounts have been authorized for use:

1. Cash Withdrawal from Share and Checking Accounts
2. Transfers from Share to Checking Accounts
3. Transfers from Checking to Checking Accounts
4. Obtain information about your Share and Checking Account balances

You may NOT use your Visa Check Card to reserve or rent an automobile.

You may withdraw up to \$500.00 in cash per 24 hour period, the most at one time being \$500.00, with your Visa Check Card from any one designated Account or a combination of your designated Accounts. You may not exceed \$500.00 per day in Visa Check Card transactions.

Check Cards

Your Check Card may be used to access your Checking Account to purchase goods, pay for services, get cash from a merchant, if the merchant permits, or from a participating financial institution up to your available balance.

There is no limitation on the number of withdrawals. You may withdraw up to \$1,500.00 (\$500.00 of which may be done using your Visa Check Card for Cash) from any one Account or a combination of your designated Accounts in any 24 hour period, subject to the available balance in your Account and network access. Furthermore, you may not exceed \$500.00 in cash per business day from any one designated account or a combination of your designated account. Not all services are available, and the dollar limit may be different at some ATMs. For security reasons, there are other limits on the number and dollar amounts on point-of-sale terminals.

Electronic Check Conversions/Electronic Returned Check Fees

You may authorize a merchant or other payee to make a one-time electronic payment from your Account(s) using information from your share draft to:

- (i) Pay for purchases,
- (ii) Pay bills.

You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

Liability for Unauthorized Debit Card Transactions

If you tell the Credit Union after learning of the loss or theft of the Card, your liability for unauthorized transactions using the debit system is zero. For ATM transactions, Card transactions through a non-network or cards issued outside the United States, if you tell the Credit Union within two (2) days after learning of the loss or theft of the Card, your liability for unauthorized transactions is \$50.00 and \$500.00 if you do not tell the Credit Union within two (2) business days. If you do not tell us within sixty (60) days after the statement was mailed, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money had you told us in time. We may require you to provide a written statement regarding claims of unauthorized transactions. If we determine that you have been grossly negligent or fraudulent in the handling of your account or Card, your liability may increase. These rules do not apply to other electronic transfers. You agree the Card may not be used for any illegal transaction, including, but not limited to, unlawful gambling.

SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS FROM YOUR SHARE OR DEPOSIT ACCOUNTS

In General

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit and open-end credit). If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two business day after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN 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, 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.

Liability Limits for Debit/Check Card when Used for Point-of-Sale Transactions

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 Debit/Check Card, when used for point-of-sale transactions if you report the loss or theft of your card within 2 business days of when you discover the loss or theft of the card. If you do NOT tell us within 2 business days, your liability is the lesser of \$50 for the amount of the money, property, labor, or services obtained by the unauthorized use before notification to us.

Reporting Location

If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call (561) 641-0100 or 1-800-449-3328 or write us at First Choice Credit Union, Attention: Member Services Department, 1055 S. Congress Avenue, West Palm Beach, FL 33406. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Service Charges

A list of the fees and charges that are applicable to your electronic fund transfers is disclosed on the Rate Schedule and Truth in Savings Disclosure and Fee Schedule. In addition, each account affected by the transaction will be subject to the regular service charge imposed for that specific Account as set forth in the Dividend Rate and Fee Schedule.

Summary of Your Right to Receive Documentation of Transfers

You can get a receipt at the time you make any transaction to or from your Account using one of our ATM or POS terminals. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same third person or company, you can call us at (561) 641-0100 or 1-800-449-3328 to find out whether or not the deposit has been made. You will receive a monthly statement, unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

Right to Stop Payment of Preauthorized Transfers

If you told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Stop Payment using online sources and from or write us at First Choice Credit Union, Attention: Member Services Department, First Choice Credit Union, Attention: Member Services Department, 1055 S. Congress Avenue, West Palm Beach, FL 33406 in time for us to receive your request at least 3 business days before the payment is scheduled to be made. If you call us, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give.

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

Liability for Failure to Stop Payment of A Preauthorized Transfer

If you order us to stop one of these payments three 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 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 the ATM terminal where you are making your transfer does not have enough cash;
3. If the ATM terminal was not working properly and you knew about the malfunction when you started the transfer;
4. If your transfer would go over the credit limit on your credit line;
5. If circumstances beyond your control, such as fire or flood, prevent the transfer, despite reasonable precautions that we have taken;
6. If the funds in your Account are subject to a court order or other restriction preventing the transfer; and
7. There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About your Electronic Transfers

Call 561-641-0100 or 1-800-449-3328 or write us at First Choice Credit Union, Attention: Member Services Department, 1055 South Congress Avenue, West Palm Beach, FL 33406 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. Your inquiry must include:

1. Your name and Account number,
2. A description of the error or the transfer you are unsure about,
3. An explanation of why you believe it is an error or why you need more information, and
4. 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 tell you the results of our investigation within 10 business days (20 business days if the transaction involved an account opened within 30 days) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale transaction, a foreign initiated transfer, or the transaction involved an account opened within 30 days) to investigate your complaint or question. If we decide to do this, we will recredit your Account within 10 business days (20 business days if the transaction involved an account opened within 30 days) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If the error you assert is an unauthorized VISA Debit/Check Card point-of-sale transaction, we will recredit your account within 5 business days unless we determine that the circumstances of your account history warrant a delay, in which case we will recredit your Account within 10 business days. 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 recredit your Account. If we decided there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. We reserve the right to retract any provisional credits given to you should we suspect fraud or determine that there was no error.

Termination of EFT Services

You may terminate any EFT service under this Agreement at any time by notifying the Credit Union in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payments transfers has been revoked.

The Credit Union may also terminate this Agreement at any time by notifying you orally or in writing. If the Credit Union terminates this Agreement, it may notify any participating merchants that authority to make bill payments transfers has been revoked.

The Credit Union may also terminate any EFT service under this Agreement at any time by notifying you orally or in writing. If the Credit Union terminates any EFT service, it may notify any participating merchants making preauthorized debits or credits to any of your Accounts that the Account has been terminated and that the Credit Union will not accept any further preauthorized transaction instructions. The Credit Union may also program its computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

CHOICE OF LAW – The law of the State of Florida (without regard to conflict of laws provisions of Florida law) shall apply to this Agreement and the law of the State of Florida (without regard to conflict of laws provisions of Florida law) shall be used to resolve any disputes or disagreements arising pursuant to this Agreement or pursuant to membership in the Credit Union.

CHOICE OF VENUE – Any legal action regarding this Agreement or regarding membership in the Credit Union must be brought only in the county where the principal office of the Credit Union is located.

Truth in Savings

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

To view our current interest rates, visit www.Firstchoicecu.org/rates. You may also request a copy of our current rate sheet by emailing msr@firstchoicecu.org or calling us at **561-641-0100**. Please note that rates are subject to change without notice.

Dividends

The Account Dividend Rates and the corresponding Annual Percentage Yields (APY) disclosed on the Dividend Rate and Fee Schedule are set by our Board of Directors prospectively and are subject to change each dividend period. For Certificates of Deposit, the Dividend Rate and APY when the account is opened or renewed may change based on the account's maturity date. For Certificate of Deposit and Club Accounts, the APY is based on the assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

For all Savings, Checking, Money Market, Certificates of Deposit, dividends are calculated on the average daily balance method, which applies a period rate to the average daily balance in the account each period and divides that figure by the number of days in the period. Dividends will begin accruing for non-cash items (e.g. checks) no later than the day

we receive provisional credit for the Item. If you close any account, other than a Certificate before accrued dividends are credited, accrued dividends will not be paid. For Savings, Checking, Certificate of Deposit and Money Market, dividends are compounded monthly and are credited on the last calendar day of each quarter. For Checking Accounts, the dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

Minimum Balance Requirements

To determine the minimum balance requirements for a certain type of account, see the Dividend Rate and Fee Schedule. The par value of a regular share in this Credit Union is \$5.00. You must maintain a minimum balance of \$5.00 in your share account to be considered a member in good standing.

Early Withdrawal Penalties

If you request us to pay any portion of a Certificate of Deposit, except for earned dividends, before the date the Account matures, and we consent to the early withdrawal request for any reason, you shall incur a penalty except under the following circumstances: (1) death or (2) mental incompetency.

For Certificate of Deposit Accounts, the amount of the penalty is ninety (90) days of dividends earned or to be earned on the Certificate, if the Certificate had a maturity term of twelve (12) months or less. For Certificates with maturity terms exceeding twelve (12) months, a penalty of one hundred eighty days (180) days of dividends earned will be imposed. To the extent necessary to comply with these penalty provisions, deductions shall be made from the amount withdrawn or the remaining certificate balance. If the amount withdrawn or the penalty reduces the balance below the minimum balance for this type of certificate, then the Certificate of Deposit must be closed.

Renewal Policy

Each Certificate of Deposit Account shall automatically renew for successive periods, each equal to the original terms of the Certificate Account, until your receipt is presented for payment on any maturity date, or until we give written notice of our election to call the Certificate for payment on any maturity date by mailing notice of such intention to you at least seven (7) days prior to such maturity date. In the event we either receive or give notice of an intention not to renew the Certificate and the Certificate is not presented for payment on any maturity date, we may, at our option, either transfer all funds represented by the Certificate to any Share Account or other Account of yours, or pay all funds represented by the Certificate directly to you. You may request us to pay a Certificate within ten (10) days after any maturity date without penalty.

Maturity Date

The maturity date for Certificates of Deposit shall be determined and disclosed on the Rate and Fee Schedule when a Certificate of Deposit is opened or renewed.

Share Insurance Accounts are federally insured by the National Credit Union Share Insurance Fund subject to federal laws and regulation