

The Florist Federal Credit Union

Membership and Account Agreement

This Agreement is the contract which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Account Card or Subsequent Account Action Card (“Account Card”). The words “we,” “us,” and “our” mean The Florist Federal Credit Union (“Credit Union”). The word “account” means any one or more share or deposit accounts you have with the Credit Union.

The classification and form of ownership of your accounts are designated on your Account Card. By signing the Account Card that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Privacy Policy, Funds Availability Policy, Electronic Funds Transfer Agreement, and the Truth-in-Savings Disclosures (Rate and Fees Schedule) accompanying this Agreement, any account receipt, the Credit Union’s Bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You must maintain a share account to be eligible for any accounts or services of the Credit Union. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time. **Unless you waive your rights, you understand that certain account designations, such as a joint ownership with right of survivorship or POD beneficiary designation may be invalidated upon the Credit Union’s receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law.**

I. MEMBERSHIP AND ACCOUNTS

1. Membership Eligibility. 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 at least 25 shares (the Membership Share Account = \$25.00) as required by the Credit Union’s Bylaws. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. Individual Accounts. An individual account is an account owned by one depositor including any individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate or payable on death (“POD”) beneficiary, if applicable.

3. Joint Accounts. An account owned by two or more persons is a joint account.

a. **Rights of Survivorship.** If your account is a joint account, the account is owned as a joint account with rights of survivorship unless otherwise stated on the Account Card. If the account is a joint account without right of survivorship, the interest of a deceased owner will pass to the decedent’s estate. If the account is a joint account with right of survivorship upon the death of one of the joint account owners, that person’s interest will become the property of the surviving joint account owners. A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. **Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account (except minor accounts), stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). A joint owner named on the primary share account will be a joint owner on all other share accounts at the Credit Union except the Share Draft Account and Individual Retirement Accounts. A joint owner named on the primary share account who qualifies for membership as set forth in membership requirements, must maintain the minimum number of shares in the Membership Share Account to be considered a member with full rights and privileges of membership. The Credit Union reserves the right to require written consent of all owners for any change to or termination of an account. If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act or require that all joint account owners agree in writing to any transaction concerning the account.

c. **Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

4. POD Beneficiaries. A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on your Account Card. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary’s interest in any account, except as otherwise provided by law.

5. Accounts for Minors. All accounts which are established in the name of a minor, require a parent or guardian joint owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Account Card. We may include a special provision to prohibit direct access by the youth. In the absence of such provision to prohibit access, the Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a parent or guardian is a joint account owner, the parent or guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner’s tax identification number must be shown on the card. The Credit Union shall not change the account status when the minor reaches eighteen (18), unless authorized in writing by all account owners.

6. Accounts for Living Trusts. An account for a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee shall sign an Account Authorization Card and provide any other evidence of the trustee’s authority the Credit Union requires. Trustee warrants that a valid living trust has been created, is currently existing, and that the trustor and primary beneficiary are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). The trustee agrees to notify the Credit Union in writing if a change of trustee occurs. The Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. The Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust or an Account Card form is received. Funds may be released to any one

trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.

7. Accounts of Businesses and Organizations. Accounts held in the name of a business or association member are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require the member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a business may not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

8. Deposit Requirements. Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are non-assignable and non-negotiable to third parties.

a. Endorsements. You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. When you deposit items to your account, you warrant that all prior endorsements are genuine. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1½ inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

b. Collection of Items. The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

c. Final Payment. All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use. The Credit Union reserves the right to refuse all or any part of a deposit, to return a deposit or close your account.

d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to pre-authorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or pre-authorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or pre-authorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Our current deposit cutoff time is 4:00 p.m. on a business day that we are open. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union. Items drawn

from an institution located outside the United States are handled on a collection basis only. Deposits will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

9. Account Access.

a. Authorized Signature. In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., check, automated teller machines (ATM), in person, by mail, automatic transfer, or telephone, as applicable. If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union. The Credit Union reserves the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. The Credit Union is not obligated to honor any power of attorney.

c. ACH & Wire Transfers. If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through

the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

d. **Credit Union Examination.** The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

10. Account Rates and Fees. The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the Rate and Fee Schedule, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

11. Transaction Limitations.

a. **Withdrawal Restrictions.** The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfers or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. Any garnishment is subject to the Credit Union's lien or security interest in an account. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks of not less than 7 days and up to 60 days), as required by law, before such withdrawal.

b. **Transfer Limitations.** For Share accounts you may make up to six (6) pre-authorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. Of these six (6), you may make no more than three (3) transfers to a third party by check or debit card purchase. A preauthorized transfer

includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through the automated clearing house (ACH). There is no limit on the number of transactions you may make in the following manner (i) transfers to any loan account with the Credit Union; (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

12. Overdrafts.

a. **Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks, ACH transactions, and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a check that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. **Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor checks drawn on insufficient funds in any checking account by transferring the necessary funds from another account under this Agreement or a loan account, as you have directed, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers is set forth on the Rate and Fee Schedule. This Agreement covers all transfers except those governed by loan account agreements.

13. Post-dated and Stale-dated Items. You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the

number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six months after its date, but may charge your account for payment unless the item is certified or you have placed an effective stop payment.

14. Stop Payment Orders.

a. **Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon your checking account. You may request a stop payment by telephone, by mail, or in person. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the check and its exact amount. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

b. **Duration of Order.** You may make an oral stop payment request by telephone which will lapse within (14) calendar days unless continued in writing within that time. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.

c. **Liability.** The Credit Union may charge a fee for each stop payment order requested as set forth on the Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union

harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

15. Lost Items. The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

16. Credit Union's Liability for Errors. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

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

18. Legal Process. If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

19. Account Information. Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies or court orders; or (d) you give us your written permission.

20. Notices.

a. Name or Address Changes. It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union will change addresses by U.S. Postal Service notification of change of address and may require any other notice from you to the Credit Union be provided in writing to a branch manager or officer of the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Rate and Fees Schedule.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership such as adding or removing a joint account owner, must be evidenced by a signed Account Card which upon execution, will be incorporated herein by this reference. 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.

c. Effect of Notice. 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. The Credit Union's notice to any one account owner is considered notice to all owners of the account.

21. Taxpayer Identification Numbers (TIN) and Backup Withholding. If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account, or you may request a non-dividend bearing account until a TIN is provided.

22. Statements.

a. Contents. If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check becomes property of the Credit Union and may not be returned to you, but copies will be retained by the Credit Union or a payable through financial institution and made available upon your request. You understand statements and checks are made available to you on the date the statement is mailed to you.

b. Examination. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, unauthorized or unsigned item drawn on your account if (a) you fail to notify the Credit Union within thirty (33) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (b) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying the Credit Union of any errors. The statement information will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charge to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.

23. Dormant and Abandoned Accounts. If you have an account that you have not made a withdrawal from, deposit to, or transfer for more than one (1) year, the Credit Union may classify your account as a dormant account and may charge a dormant account service fee as allowed by applicable law and set forth on

the Rate and Fee Schedule. Thereafter, dividends will be paid on the account unless the balance falls below any minimum balance requirement. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. Checking accounts will continue to incur the monthly maintenance fee, if applicable, until closed by the member or Credit Union. You authorize us to transfer funds from another account to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for five (5) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be 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.

24. Death of Account Owner. You irrevocably waive the right to make a testamentary disposition of any account with the Credit Union, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim. This Agreement is binding upon any heirs or legal representatives of all account owners.

25. Termination of Account. The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (f) if there has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union reserves the right to require the consent of all owners to

terminate a joint account. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

26. Termination of Membership. You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

27. Special Account Instructions. You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service or adding or removing a joint owner, must be evidenced by a signed Account Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union.

28. Severability. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

29. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, and any other collection agency costs, if applicable including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

30. Governing Law. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Oregon and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

II. FUNDS AVAILABILITY POLICY

1. **General Policy.** Our policy is to make funds from your deposits available to you on the first business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. 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 2:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit after 2 p.m. or on a day that we are not open, we will consider the deposit made on the next business day we are open. Funds from any deposits (cash or check) made at ATMs we do not own or operate generally will not be available until the third business day after the day of your deposit. In some cases, your funds from these deposits may be available earlier.

2. **Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

3. **Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for

withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. **Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,000 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. There is an emergency, such as failure of communications or computer equipment.

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

5. 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 \$5,000 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 received provided the deposit is made by 2 p.m. and certain conditions are met. For example, the checks must be payable to you. The excess over \$5,000 will be available on the second 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 \$5,000 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.

We reserve the right to refuse any deposit, or to require that the deposit be made to your savings account.

III. ELECTRONIC FUNDS TRANSFERS.

By signing the Account Card, signing or using the ATM/POS/Debit Card, or completing and transmitting an account authorization for electronic funds transfer services, you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as

applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, automated teller machines ("ATMs"), and Debit Card purchase transactions involving your deposit accounts at the Credit Union.

1. Services.

a. **ATM/POS/Debit Cards.** You may use your Card and Personal Identification Number ("PIN") in automated teller machines as the Credit Union may designate. At the present time, you may use your Card to:

- Withdraw cash from your savings and checking account.
- Make balance inquiries on your savings and checking accounts.
- Transfer funds between your savings and checking accounts.
- Other transactions as offered and permitted in the future.

b. **VISA Debit Card /Point of Sale (POS).** You may use your VISA Debit Card to make purchases of goods and services from participating merchants accepting VISA. Your Card purchases will be deducted from your checking account. You agree to pay a fee any time your Card is retained by a merchant as set forth in the Loan Agreement and Disclosures.

c. **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security.

d. **Preauthorized Transfers.** You may make direct transfer withdrawals from your account to a particular person or company with whom you have arranged to make periodic transfers. Transfers will be deducted from your account, subject to available funds.

2. Service Limitations.

a. ATM/POS Cards.

1. **Withdrawals.** There is no limit on the number of withdrawals you may make at nonproprietary ATMs. However, you may be charged a fee as set forth on the Rate and Fees Schedule. You may withdraw up to \$200 (if there are sufficient funds in your account) at any authorized ATM, subject to limits placed on each individual ATM. You understand that owners of nonproprietary ATMs may charge a fee for transactions of

those ATMs. This is not a fee imposed by the Credit Union. You will be responsible for any fee charged for using a nonproprietary ATM. Card transactions at any authorized ATM or POS terminal are subject to limits placed on each individual ATM or POS terminal.

2. **Transfers.** You may transfer between your savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.

b. **VISA Debit Card/POS Purchases.** There is no limit on the number of VISA or POS purchase transactions you may make by Card during a statement period. There is a daily limit of \$200 on cash and \$750 on daily purchases. You may make daily purchases up to the available funds in your account. Aggregate purchases may not exceed the balance in your checking account, plus the unused portion of your overdraft line of credit (if applicable). The Credit Union reserves the right to refuse any transaction that would draw on insufficient funds, lower an account balance below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. We may set other limits on the amount of any transaction, and you will be notified of those limits. You may not use your Card or Account for any unlawful or illegal transaction. The Credit Union may refuse to authorize any transaction which it believes may be illegal or unlawful.

Access and Use of Account.

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

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

c. **Security of Access Code.** The personal identification number (PIN) or access code you select for any EFT (electronic fund transfer) service is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available

to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss we may terminate your EFT and account services immediately.

4. Member Liability. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN/access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or PIN/access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Debit Card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows EFT 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 be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized VISA purchase transactions -- up to the limits set forth above and (ii) for all other unauthorized EFT transactions -- up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

575-622-0560 daily office work number 800-322-0811 daily office work number 800-791-2525 after hour's number
--

or write:

PO Box 2202 Roswell, NM 88202-2202

Loss or Theft of Debit Card. You agree to notify us immediately, orally or in writing, at

The Florist Federal Credit Union, or telephone (575-622-0560) or toll free (800)322-0811 of the loss, theft or unauthorized use of your Debit Card. If you notify us of your lost or stolen Debit Card, you will not be liable for any losses. This Liability exclusion will apply provided you were not grossly negligent or fraudulent in handling your card, otherwise your liability for unauthorized VISA Debit Card transactions may be up to \$50.00.

5. Business Days. Our business days and hours are Monday through Friday, 9:30 a.m. to 5:00 p.m. Pacific time. Holidays are not included.

6. Fees and Charges. There are certain charges for electronic fund transfer services as set forth on the Rates and Fees Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law.

7. Account Documentation and Communication.

a. Periodic Statements. Transfers and withdrawals transacted through an ATM/POS, or any preauthorized transfer will be recorded on your periodic statement. You will receive a statement monthly by mail unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

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

c. Terminal Receipt. You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM/POS Card.

8. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us your written permission.

9. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your account losses or damages. However, there are some exceptions. We will not be liable for instance: If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is dormant, your account is closed, or the transfer would go over the limit on your line of credit. If you used the wrong security code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer or if the Card has expired or is damaged and cannot be used. If the ATM where you are making the transfer does not have enough cash, or was not working properly and you knew about the problem when you started the transaction.

- If the phone lines or Credit Union computer were not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If, through no fault of ours, a funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.
- If the accounts to which you request a bill payment transfer to be made have been closed or the vendor will not accept such payments.
- If the error was caused by a system of any of the designated ATM or POS networks .
- If there are other exceptions as

established by the Credit Union.

The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

10 Preauthorized Electronic Fund Transfers.

a. Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account by: 1) notifying the originator of the ACH transfer that you are revoking the authorization; 2) completing an "Affidavit of Unauthorized ACH Debit Activity" form available by calling or writing our office, and 3) returning the completed affidavit to the Credit Union within 10 business days. Upon receipt of the properly signed form, we will stop the transfers.

b. Notice of Varying Amounts. If these regular payments may vary in amount, the company you are going to pay will tell you, ten (10) days before each payment when it will be made and how much it will be.

c. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments and follow the procedures set forth in the Stop Payment Rights section above, and we do not do so, we will be liable for your losses or damages.

11. Termination of Electronic Fund Transfer Services. You agree that we may terminate this Agreement and your electronic fund transfer services, if you, or any authorized user of your electronic funds transfer services or access code breach this or any other agreement with us, if we have reason to believe that there has been an unauthorized use of your Card or access code, or if your membership in the Credit Union is terminated for any reason.

You can terminate this Agreement by notifying us in writing. We reserve the right to require the consent of all owners to terminate a joint account. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

12. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we may mail you notice to the address you have designated.

13. Billing Errors. In case of errors or questions about your electronic transfers,

telephone us at the phone numbers or write us at the address set forth in this Agreement as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For transactions initiated outside the United States, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty five (45) business days, unless otherwise required by law, to investigate your complaint or question.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

14. ATM/Night Deposit Safety Notice. The following information is a list of safety precautions regarding the use of Automated Teller Machine and Night Deposit Facilities.

- a.) Be aware of your surroundings, particularly at night.
- b.) Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c.) If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- d.) Refrain from displaying your

cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home. e.) If you notice anything suspicious at the ATM or night facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction; take your ATM/Check Card or deposit envelope and leave. f.) If you are followed after making a transaction, go to the nearest public area where people are located. g.) Do not write your personal identification number or code on your ATM/POS Card. h.) Report all crimes to law enforcement officials immediately.

IV. CHECK 21 / Substitute Check Disclosures

IMPORTANT CONSUMER AWARENESS INFORMATION AND DISCLOSURES:

A. A SUBSTITUTE CHECK IS THE LEGAL EQUIVALENT OF AN ORIGINAL CHECK FOR ALL PURPOSES, INCLUDING ANY PROVISIONS OF ANY FEDERAL OR STATE LAW, AND FOR ALL PERSONS, IF THE SUBSTITUTE CHECK:

A. ACCURATELY REPRESENTS ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECK AS OF THE TIME AT WHICH THE ORIGINAL CHECK WAS TRUNCATED; AND

B. BEARS THE LEGEND: "THIS IS A LEGAL COPY OF YOUR CHECK. YOU CAN USE IT IN THE SAME WAY YOU WOULD USE THE ORIGINAL CHECK."; AND

C. THE CONSUMER RE-CREDIT RIGHTS ESTABLISHED BY CHECK 21 APPLY WHEN A CONSUMER BELIEVES IN GOOD FAITH THAT A SUBSTITUTE CHECK WAS NOT PROPERLY CHARGED TO THE ACCOUNT OF THE CONSUMER. SUCH RIGHTS ARE SET FORTH BELOW:

1. IN GENERAL: A consumer may make a claim for expedited re-credit from the financial institution that holds the account of the consumer with respect to a substitute check, if the consumer asserts in good faith that: (A) the financial institution charged the consumer's account for a substitute check that was provided to the consumer; (B) either the check was not properly charged to the consumer's account or the consumer has a warranty claim with respect to such substitute check; (C) the consumer suffered a resulting loss; and (D) the production of the original check or a better copy of the original check is necessary to determine the validity of any claim described in subparagraph (B).

2. 40-DAY PERIOD: Any claim with respect to a consumer account may be submitted by a consumer before the end of the 40-day period beginning on the later of the date on which the financial institution mails or delivers, by a means agreed to by the consumer, the periodic statement of account for such account which contains information concerning the

transaction giving rise to the claim or the date on which the substitute check is made available to the consumer. The 40-day period can be extended by a reasonable amount of time due to extenuating circumstances, including extended travel or the illness of the consumer, the 40-day period shall be extended by a reasonable amount of time.

3. PROCEDURES FOR CLAIMS: To make a claim for an expedited re-credit with respect to a substitute check, the consumer shall provide to the financial institution that holds the account of such consumer: (A) a description of the claim, including an explanation of (i) why the substitute check was not properly charged to the consumer's account; or (ii) the warranty claim with respect to such check; (B) a statement that the consumer suffered a loss and an estimate of the amount of the loss; (C) the reason why production of the original check or a better copy of the original check is necessary to determine the validity of the charge to the consumer's account or the warranty claim; and (D) sufficient information to identify the substitute check and to investigate the claim. The financial institution can require that the claim be submitted in writing and the financial institution can permit the consumer to submit the claim electronically if the consumer has agreed to communicate with the financial institution in that manner.

4. RE-CREDIT TO CONSUMER:

CONDITIONS FOR RE-CREDIT: The financial institution shall re-credit a consumer account for the amount of a substitute check that was charged against the consumer account if (A) a consumer submits a claim to the financial institution with respect to that substitute check that meets the "PROCEDURES FOR CLAIMS" listed above and (B) the financial institution has not (i) provided to the consumer the original check or a copy of the original check (including an image or a substitute check) that accurately represents all of the information on the front and back of the original check, as of the time at which the original check was truncated; and (ii) demonstrated to the consumer that the substitute check was properly charged to the consumer account.

TIMING OF RE-CREDIT. In general, the financial institution shall re-credit the consumer's account for the amount described under "CONDITIONS FOR RE-CREDIT" above no later than the end of the business day following the business day on which the financial institution determines the consumer's claim is valid.

RE-CREDIT PENDING INVESTIGATION. If the financial institution has not yet determined that the consumer's claim is valid before the end of the 10th business day after the business day on which the consumer submitted the claim, the financial institution shall re-credit the consumer's account for (i) the lesser of the amount of the substitute check that was charged against the consumer account, or \$2,500, together with interest if the account is an interest-bearing account, no later than the end of such 10th business day; and (ii) the remaining amount of the substitute check that

was charged against the consumer account, if any, together with interest if the account is an interest-bearing account, not later than the 45th calendar day following the business day on which the consumer submits the claim.

5. AVAILABILITY OF RE-CREDIT:

NEXT DAY AVAILABILITY. Except as provided in "SAFEGUARD EXCEPTIONS" below, a financial institution that provides a re-credit to a consumer account shall make the re-credited funds available for withdrawal by the consumer by the start of the next business day after the business day on which the financial institution re-credits the consumer's account. **SAFEGUARD EXCEPTIONS.** A financial institution may delay availability to a consumer of a re-credit provided under "RE-CREDIT PENDING INVESTIGATION" above until the start of either the business day following the business day on which the financial institution determines that the consumer's claim is valid or the 45th calendar day following the business day on which the consumer submits a claim for such re-credit, whichever is earlier, in any of the following circumstances:

NEW ACCOUNTS. The claim is made during the 30-day period beginning on the business day the consumer account was established.

REPEATED OVERDRAFTS. Without regard to the charge that is the subject of the claim for which the re-credit was made (i) on 6 or more business days during the 6-month period ending on the date on which the consumer submits the claim, the balance in the consumer account was negative or would have become negative if checks or other charges to the account had been paid; or (ii) on 2 or more business days during such 6-month period, the balance in the consumer account was negative or would have become negative in the amount of \$5,000 or more if checks or other charges to the account had been paid.

PREVENTION OF FRAUD LOSSES. The financial institution has reasonable cause to believe that the claim is fraudulent, based on facts (other than the fact that the check in question or the consumer is of a particular class) that would cause a well grounded belief in the mind of a reasonable person that the claim is fraudulent.

OVERDRAFT FEES. No financial institution that delays the availability of a re-credit under "SAFEGUARD EXCEPTIONS" above to any consumer account may impose any overdraft fees with respect to drafts drawn by the consumer on such re-credited amount before the end of the 5-day period beginning on the date notice of the delay in the availability of such amount is sent by the financial institution to the consumer.

6. REVERSAL OF RE-CREDIT: A financial institution may reverse a re-credit to a consumer account if the financial institution (1) determines that a substitute check for which the financial institution re-credited a consumer account was in fact properly charged to the consumer account; and (2) notifies the consumer in accordance with "NOTICE TO CONSUMER" provisions below.

7. NOTICE TO CONSUMER:
NOTICE IF CONSUMER CLAIM NOT

VALID. If a financial institution determines that a substitute check subject to the consumer's claim was in fact properly charged to the consumer's account, the financial institution shall send to the consumer, no later than the business day following the business day on which the financial institution makes a determination (A) the original check or a copy of the original check (including an image or a substitute check) that (i) accurately represents all of the information on the front and back of the original check (as of the time the original check was truncated); or (ii) is otherwise sufficient to determine whether or not the consumer's claim is valid; and (B) an explanation of the basis for the determination by the financial institution that the substitute check was properly charged, including a statement that the consumer may request copies of any information or documents on which the financial institution relied in making the determination.

NOTICE OF RE-CREDIT. If a financial institution re-credits a consumer account, the financial institution shall send to the consumer, no later than the business day following the business day on which the financial institution makes the re-credit, a notice of (A) the amount of the re-credit; and (B) the date the re-credited funds will be available for withdrawal.

NOTICE OF REVERSAL OF RE-CREDIT. In addition to the notice required if a consumer's claim is not valid, if a financial institution reverses a re-credited amount, the financial institution shall send to the consumer, no later than the business day following the business day on which the financial institution reverses the re-credit, a notice of (A) the amount of the reversal; and (B) the date the re-credit was reversed.

MODE OF DELIVERY. Any notice described above shall be delivered by United States mail or by any other means through which the consumer has agreed to receive account information.

8. OTHER CLAIMS NOT AFFECTED:

Providing a re-credit in accordance with this section shall not absolve the financial institution from liability for a claim made under any other law, such as a claim for wrongful dishonor under the Uniform Commercial Code, or from liability for additional damages under sections 6 or 10 of Check 21.

9. CLARIFICATION CONCERNING CONSUMER POSSESSION:

A consumer who was provided a substitute check may make a claim for an expedited re-credit under this section with regard to a transaction involving the substitute check whether or not the consumer is in possession of the substitute check.

10. SCOPE OF APPLICATION: These expedited re-credit rights shall only apply to members who are consumers.

THE FLORIST FEDERAL CREDIT UNION

SCHEDULE OF FEES

As of JANUARY 2021

ACCOUNT SERVICE FEES

Membership Fee	\$5.00	Duplicate Statement Fee	\$5.00
Dormant Account Fee	\$5.00	Statement Re-Mailing Fee	\$5.00
(Per Month On Bal. Under \$50 With No Activity For 12 Months)			
IRA Annual Fee	\$14.00	If Closed Within 45 Days	\$25.00
IRA Closing Fee	\$5.00	Check Payable To Fee	\$3.00

REGULAR CHECKING ACCOUNT FEES

Monthly Service Charge, No Balance minimum	\$0.00	Check Copy Fee, Each Check	\$7.50
NSF Fee (Non-Sufficient Funds)	\$25.00	Check View Fee, Per View	\$2.50
Returned Check Fee	\$25.00	ACH (Non-Sufficient Funds)	\$25.00
Account Reconciliation Or Research Assistance (Per Hour)	\$20.00	Stop Payment Fee	\$20.00

MONEY MARKET

SIX (6) Checks per month	\$0.00	Under Minimum Balance (\$2,500) Per Month	\$7.50
Over Six (6) Checks Per Month, Per Check	\$5.00		

BUSINESS CHECKING ACCOUNT FEES

Monthly Service Charge, \$1000 Minimum Bal.	\$25.00	Check Copy Fee, Each Check	\$7.50
NSF Fee (Non-Sufficient Funds)	\$25.00	Check View Fee, Per View	\$2.50
Any Overdraw Fee	\$25.00	Duplicate Statement Fee	\$5.00
ACH (Non-Sufficient Funds)	\$25.00	Account Reconciliation Or Research Assistance (Per Hour)	\$20.00
Stop Payment Fee	\$20.00	Returned Check Fee	\$25.00

MRB & MSB CHECKING ACCOUNT FEES

Monthly Service Charge, \$10,000 Minimum Bal	1%*adb/mo	Check Copy Fee, Each Check	\$7.50
NSF Fee (Non-Sufficient Funds)	\$25.00	Check View Fee, Per View	\$2.50
Any Overdraw Fee	\$25.00	Duplicate Statement Fee	\$5.00
ACH (Non-Sufficient Funds)	\$25.00	Account Reconciliation Or Research Assistance (Per Hour)	\$20.00
Stop Payment Fee	\$20.00	Returned Check Fee	\$25.00
*ADB/mo – Average Daily Balance per month (12% annually)			

VISA CHECK CARD/ATM FEES

Initial Card Fee	\$0.00	Card Capture Fee For Lost Cards	\$15.00
Replacement Pins	\$3.00	ATM User Fee By Credit Union	\$0.00
Replacement Cards	\$5.00	NSF Fee Using Debit / ATM Card	\$25.00

OTHER SERVICE FEES

Wire Fee Outgoing	\$15.00	ACH Set Up Fee For Auto Transfers	\$5.00
Wire Fee Income	\$0.00	Courtesy Fax Fee Per Page	\$1.00
International Wire	\$40.00	Loan Processing Fee, Per Loan	\$15.00
Electronic Funds Transfer (ACH) NSF	\$25.00	Open Ended Advance Processing	\$15.00
ACH Scheduled Auto Transfer Change	\$5.00	Notary, Members Only	\$0.00
Returned Mail Fee	\$5.00	Garnishment Fee	\$25.00
Visa Payments Requested In-Office	\$5.00		

