The background of the entire page is a collage. It features several US dollar bills, including a \$20 bill and a \$100 bill, which are slightly out of focus. Overlaid on these bills is a close-up of a calculator's keypad, showing buttons for numbers 0-9, a decimal point, and a plus/equals sign. The colors are muted and artistic, with a greenish-blue tint on the left and right sides, suggesting a digital or financial theme.

# Important Account Information for Our Members

TERMS AND CONDITIONS  
ELECTRONIC  
TRANSFERS FUNDS  
AVAILABILITY TRUTH IN  
SAVINGS

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

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

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

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

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

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

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

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

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

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

### **WITHDRAWALS** -

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

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

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

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

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

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

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

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

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee. Your account may be subject to a fee for each presentment of an item or requested payment, including the resubmission of an item or request that was returned as an insufficient funds item/request presented for payment more than one time, regardless of whether we pay or return the item/request. We may charge a fee each time an item/request is submitted or resubmitted for payment; therefore, you may be assessed more than one fee on the same item/request for payment as a result of a returned item/request and resubmission(s) of the returned item/request.

**Effect of Holds on Your Available Balance, Overdrafts and Fees** - Holds on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. Such holds include, without limitation, holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, holds placed on any deposits to your account, holds placed on any account for delinquent loans or lines of credit, holds based on any pledges of your account and any minimum account balance requirements.

On debit card purchases, merchants may request a temporary authorization hold on your account for a specified sum of money. This temporary authorization hold will reduce the amount of funds **available** in your checking account. The temporary authorization hold will remain on your account until the transaction(s) have posted/settled to your account or a maximum of 3 days. In some cases the merchants may authorize a transaction for more than the actual purchase or in some cases the temporary authorization may be for less than the actual purchase. Our processing system cannot determine that the amount of the hold exceeds or is less than the actual amount of the purchase.

If a check or ACH transaction is presented for payment to your account, and the funds in your checking account are on hold, due to pending debit card transactions or otherwise, the check or ACH will: (1) If funds are available in your deposit accounts designated by you for the payment of overdrafts, they will be transferred to your checking account, the check or ACH will be paid, and no fee will be charged; (2) The Check or ACH will be returned NSF, and a \$25.00 NSF fee will be applied; or (3) If your account and the ACH or check qualifies for PEFCU Courtesy Pay (as described in the section “Courtesy Pay Information” below), the check or ACH will be paid and a \$25.00 Courtesy Pay fee will be applied.

If a temporary debit hold expires after three days, but the debit card transaction has not posted/cleared your account, the funds that were on hold will then be available in your account. When the debit card transaction posts/settles to the account, if funds are no longer available the transaction will post/settle to the account and will bring your account balance into the negative, and no fee will be applied.

**Overdrafts** - An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. **We can decide whether an overdraft occurs based on your available balance or your actual balance as determined by us in our sole discretion from time to time.**

However, you should assume that any item which would overdraft your account based on your then-current available balance may create an overdraft. Our use of the available balance as described above will affect our determination of an overdraft or potential overdraft for any purpose, including, but not limited to, rejection of attempted items for insufficient funds, transfers pursuant to any overdraft protection plan and coverage under our Courtesy Pay program, and any fees or charges related to such overdrafts and transfers.

You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or debit card transactions. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. There is no limit to the maximum number of overdraft charges that may be assessed per day.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the “Payment order of items” subsection below.

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

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

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



Our policy is to process ACH transactions three times daily; once before opening of business and once prior to closing. ACH credits are posted first, followed by ACH debits. We process On Us checks in the order in which they are received throughout the business day. We process checks each day after the close of business according to the dollar amount with the smallest items being processed first.

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. Please see the section title "COURTESY PAY INFORMATION" below. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse at our discretion some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. You acknowledge and agree all Prime Share Savings, Club, and Share Certificate Accounts maintained under the same membership number shall have the same ownership structure - the same joint owners and pay-on-death beneficiaries, as applicable. For example, when you open a Prime Share Savings Account with your spouse as joint owner and your child as pay-on-death beneficiary, your spouse shall be, and shall conclusively be deemed to be, joint owner of any Club or Certificate Account subsequently opened by you and your child shall be, and shall conclusively be deemed to be, pay-on-death beneficiary of any such Club or Certificate Account. You may determine and direct the ownership structure for any other account at the time of opening the account.

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

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

**Multiple-Party Account - Tenancy by the Entireties** - The parties to the account are husband and wife and hold the account as tenants by the entirety.

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

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

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

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. If required, oral stop-payment orders will cease to be binding after 14 calendar days unless written confirmation is provided to the Financial Institution by the account holder within that 14 day period. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

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

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

**RECURRING VISA DEBIT/CREDIT CARD STOP PAYMENT TERMS AND CONDITIONS** - By directing the Financial Institution to stop payment on the transaction(s), the account holder agrees that the Financial Institution is not obliged to honor a stop payment request that does not contain accurate information provided in a timely manner. The account holder understands that it is necessary to provide the correct information related to the transaction, and that a failure to do so may result in the payment of the above item. The account holder agrees to hold harmless and indemnify the Financial Institution for all expenses, costs, and damages incurred by payment of the above item if such payment is the result of failure of the account holder to furnish any item of information requested completely, accurately, and correctly, according to the time requirements noted below. Verbal stop payment order will cease to be binding after 14 calendar days unless written confirmation is provided to the Financial Institution by the account holder within that 14 day period.

**Stop Payments of Recurring Credit/Debit Card Items Affecting Consumer Accounts** - This proposed stop payment order shall remain in effect until the earlier of (1) the withdrawal of the stop payment order by the account holder; (2) the stopping of payment of the debit transfers subject to this request; or (3) at the Financial Institution's discretion, upon failure of account holder to provide the Financial Institution with a copy of the revocation of authorization submitted to the Payee/Originator within 14 days of the Financial Institution's request. For recurring transfers: Three banking days advance notice prior to the expected transfer date of the debit transfer is required to implement the stop payment request. If the stop payment order is received within three banking days of the expected transfer date, the Financial Institution will attempt to satisfy the request of the account holder, but will not be held liable if sufficient time was not provided. For an ARC, BOC, POP or RCK entry, or a single entry IAT, PPD, TEL, or WEB entry: The stop payment request must be provided to the Financial Institution in such a time and in such a manner as to allow the Financial Institution reasonable time to act on the request prior to acting on the debit entry. Notwithstanding the foregoing, a stop payment request shall not be effective with respect to a debit or credit card transaction for which the Payee/Originator has obtained authorization prior to submission of the stop payment request to the Financial Institution.

**Stop Payments of Recurring Credit/Debit Card Items Affecting Non-Consumer Accounts** - The stop payment order will remain in effect until the earlier of (1) the withdrawal of the stop payment order by the account holder; (2) the stopping of payment of the debit transfers subject to this request; or (3) six months from the date of the stop payment order, unless it is renewed in writing. The stop payment order must be provided to the Financial Institution at such time and in such manner as to allow the Financial Institution a reasonable opportunity to act upon the stop payment order prior to acting on the debit entry. Notwithstanding the foregoing, a stop payment request shall not be effective with respect to a debit or credit card transaction for which the Payee/Originator has obtained authorization prior to submission of the stop payment request to the Financial Institution.

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

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

activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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

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

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

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

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

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

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

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

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

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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

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

**RESTRICTIVE LEGENDS OR ENDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

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

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

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

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

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

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

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

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

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**INTERNATIONAL ACH TRANSACTIONS** - Member acknowledges that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of Member's Accounts is identified and designated by PEFCU's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending PEFCU's review of the IAT Entry, and may be terminated under applicable OFAC Rules. Member also acknowledges that PEFCU 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. Member agrees 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 deposits accounts. In the event an IAT Entry is delayed or terminated, PEFCU will provide Member such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

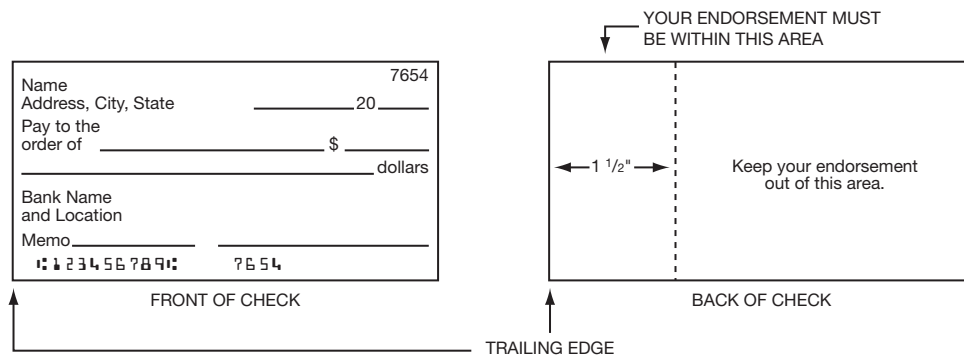
**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders,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

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a 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 we have described elsewhere.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine. To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, personal representatives, administrators, conservators, or guardians under court orders, or as a representative payee appointed to manage Social Security funds. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

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

#### **ACCOUNT SECURITY -**

**Duty to protect account information and methods of access** - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission. **Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.



**Access devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your mailing address or your name. Change of mailing address must be made in writing by the primary account holder. We will attempt to communicate with you only at the most recent address you have provided to us. We may impose a service fee if we attempt to locate you. Name changes must also be made in writing by the person whose name has changed. Proof of the name change is required.

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

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**BINDING ARBITRATION AND CLASS ACTION WAIVER: RESOLUTION OF DISPUTES BY ARBITRATION:** THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

**AGREEMENT TO ARBITRATE DISPUTES:** Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

**DISPUTES COVERED BY ARBITRATION:** Claims or disputes between you and us arising out of or relating to your Account(s), transactions involving your Account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. Disputes also include claims or disputes relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. All such disputes are referred to in this section as "Claims".

An exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

**NO CLASS ACTION OR JOINDER OF PARTIES:** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**RIGHT TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION:** You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the date a notice of this Arbitration Provision being added to the Membership Agreement was placed in the mail or email to the address you provided, if applicable, or within 30 days of first being sent or offered any copy of our Membership Agreement with an Arbitration Provision in it, whichever is sooner. To opt out, send us written notice that you reject the Resolution of Disputes by Arbitration provision, including your name as listed on your account and your account number to the following address: P.O. Box 1000, Lakeland, Florida 33802

Otherwise, this agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

**THE ARBITRATION PROCEEDING:** The arbitration must be filed with one of the following neutral arbitration forums: American Arbitration Association ("AAA") or JAMS. For AAA, the arbitration will be conducted in accordance with the AAA Consumer Due Process Protocol in concert with the AAA Consumer Arbitration Rules. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures. If there is a conflict between a particular provision of the AAA or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the AAA is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

**COSTS:** The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You

cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

**RIGHT TO RESORT TO PROVISIONAL REMEDIES PRESERVED:** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies. **SEVERABILITY, SURVIVAL:** These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

ELECTRONIC FUNDS TRANSFER (EFT) DISCLOSURES

The Electronic Fund Transfers that we are capable of handling for you are indicated below. Some of these may not apply to your particular account. This disclosure tells you your rights and obligations for these transactions. Keep this information for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

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

**CAT Telephone Service** - you may access your account(s) by touch tone telephone, 24 hours a day, 7 days a week by calling (863) 680-1733 or 1-800-226-7611. The following options are available through CAT, but not limited to just these options:

- Transfer funds between accounts
- Request a check withdrawal
- Get balance information on all accounts
- Get transaction history information on all accounts
- Activate the Visa Debit Card or PEFCU ATM Card
- Report lost/stolen Visa Debit Card or PEFCU ATM Card

Visa Debit and PEFCU ATM Cards

**ATM Transfers** - get access to your Prime Share Savings account and Checking account through select ATMs by using your PEFCU issued ATM Card or Visa Debit/ATM Card and a personal identification number (PIN) to:

- Make transfers between your Prime Share Savings account and Checking account
- Get balance information on your Prime Share Savings account and Checking account
- Make cash withdrawals from your Prime Share Savings account and Checking account

Dollar Limitations:

- Your total ATM withdrawals are limited to \$600.00 per day, per card

**Point of Sale (POS) Purchases** - you may use your PEFCU issued ATM Card or Visa Debit/ATM Card to make POS purchases from your Checking account at POS terminals that display the Visa/Plus/Pulse/Presto! logo(s).

Dollar Limitations:

- POS purchases are limited only by the available balance in your Checking account. (Exception: if the credit union is off-line, POS purchases will be limited to \$400.00 per day)

Service Charges

Presto! ATMs Cash Withdrawal (6 free per month)	.....\$ .50
Foreign ATMs Cash Withdrawal (6 free per month)	.....\$ 1.00
Presto! ATM Balance Inquiries	.....\$ .25
Foreign ATM Balance Inquiries	.....\$ .50

Additional charges "Surcharges" may be imposed by other financial institutions.

Above quoted fees are for each occurrence. Fees may be changed or new fees added after a 30 day written notice to you.

**Currency Conversion and International Transactions.** When you use your Debit Card or PEFCU ATM Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the issuer of the card used is not located in the transaction country. This means an international transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is an international transaction even though made while you are physically in the United States.

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

**Non-Visa Debit Transaction Processing.** Your Visa debit card also allows you to conduct transactions on the PULSE debit network, which will generally require you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a Visa transaction. Provisions of your cardholder agreement that specifically relate to Visa transactions are inapplicable to non-Visa debit transactions.

**Fraud Alerts** - You agree, in order to help mitigate harm to you and your account, we may contact you at any telephone number provided to us by you, including a wireless telephone number (i.e. cell phone number), to deliver to you messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, pending money transfers, or any other exigent messages permitted by applicable law. These messages will be provided at no cost to you and will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. With regard to text messages, you will have an opportunity to opt-out of future text messages at the time of delivery of a message to you. You may also withdraw consent to be contacted at your wireless telephone (including contacts by text message) at any time by written notice to us at P.O. Box 1000, Lakeland, FL 33802, Attn: Card Services Dept., by email to [cardservices@pefcu.com](mailto:cardservices@pefcu.com), by telephone at 1-800-226-6673, or by any other reasonable means.

**VISA Account Updater (VAU)** - VAU is an automatic account information updating service provided by VISA. Your card is automatically enrolled in VAU when issued. When your card expires or is lost or stolen and a new or replacement card is issued, VISA may update relevant card information (card number and expiration date) with participating merchants with which you have an ongoing payment relationship, such as recurring payments or automatic billing. The VAU service is provided for your convenience at no cost to you. You may opt-out of the VAU service at any time by contacting us by mail at Publix Employees Federal Credit Union, P.O. Box 1000, Lakeland, FL 33802, Attn: Card Services Dept., by email to [cardservices@pefcu.com](mailto:cardservices@pefcu.com), by telephone at 1-800-226-6673. You acknowledge and agree participation in VAU does not relieve you of your responsibility to ensure merchants have your correct information on file and your failure to keep your account information current may result in declined payments. You acknowledge and agree further neither VISA nor we guarantee that your account updates will be received or recognized by merchants prior to any billing.

**Online Banking** - sign up to use your personal computer and internet access to perform the following services, including but not limited to these options:

- Transfer funds from your Prime Share Savings account, Checking account, P.D.M.A. account, loan account, and Club account (except Holiday Club)
- Request a check withdrawal from your Prime Share Savings account, Checking account, P.D.M.A. account and Club account (except Holiday Club)
- Get balance information on all sub-accounts existing under your account number
- Get transaction history information on all sub-accounts existing under your account number
- Request a stop payment or copy of a check
- Pay bills on-line from the Checking account
- Report lost/stolen Visa Debit or PEFUCU ATM Card(s)
- Activate a Visa Debit or PEFUCU ATM Card(s)
- View authorized but not yet posted Visa Debit Card transactions.

#### **Mobile & Online Banking Service Charges**

There is currently no charge for the Online Banking service. Mobile Banking is also free of charge, with the exception of the Send Money service which has a \$1.00 fee for immediate credit. We also offer the PEFUCU Card App free of charge that you can set up to receive VISA debit/credit card transaction alerts.

**"Isle of Service" PEFUCU Owned and Operated ATMs** - use your PEFUCU ATM or Visa Debit Card to perform the following services, but not limited to these options:

- Transfer between your Prime Share Savings account and Checking account
- Get balance information on your Prime Share Savings account and Checking account
- Make cash withdrawals from your Prime Share Savings account and Checking account

Funds Availability:

- Make cash or check deposits or withdrawals to your Prime Share Savings account and Checking account.
- Check deposits over \$600.00 will be held for 2 business days. Check deposits up to \$600.00 will be available immediately.
- There is no hold on cash deposits.

Dollar Limitations:

- Your Isle of Service ATM cash withdrawals are limited to \$600.00 per day

#### **Mobile Picture Check Deposits**

- Daily deposit limits are \$5,000.00 and instant availability is \$600.00 with a 2 business day hold on amount over \$600.00.

#### **CHARGES FOR ELECTRONIC FUND TRANSFERS**

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

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

**ATM Surcharge Fees.** When you use an ATM not owned by us, you may be charged a surcharge fee by the ATM owner/operator or network (you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The surcharge fee will be posted to your account.

#### **RIGHT TO DOCUMENTATION**

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (863) 683-6404 or 1-800-226-6673 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits, you will get a quarterly statement from us.

#### **Periodic Statements:**

If you have a Checking account you will receive a monthly statement containing information about all of your accounts and activity that occurred during the month.

If you do not have a Checking account but have EFT activity on another account, you will receive a monthly statement containing information about all of your accounts and activity that occurred during the month.

If you do not have a Checking account and no EFT activity occurred during a quarter, you will receive a quarterly statement containing information about all of your accounts and activity that occurred during the quarter.

#### **STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS**

- **Right to Stop Payment and Procedure for Doing So.** If you make payments out of your account, you can stop any of these payments, and check, ACH, recurring VISA debit/credit card payments. Here is how:

We will accept a verbal stop payment request; however, verbal stop payment order will cease to be binding after 14 calendar days unless written confirmation is provided to the Financial Institution by the account holder within that 14 day period. The request to stop payment must be in writing. You will need to give us your name and account number, the name of the payee, and the amount of the payment. We will charge you \$25.00 for each stop payment order you give.

Written check and recurring VISA debit/credit card transaction stop payments are in effect for six (6) months and may be renewed upon written request. The stop payment request must be provided to the Financial Institution in such a time and in such a manner as to allow the Financial Institution reasonable time to act on the request prior to acting on the debit entry. Notwithstanding the foregoing, a stop payment request shall not be effective with respect to a debit or credit card transaction for which the Payee/Originator has obtained authorization prior to submission of the stop payment request to the Financial Institution.

ACH stop payments will not expire.

- **Liability for Failure to Stop Payment of 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.
- **Notice of Varying Amounts.** The designated payee is responsible for providing the customer with notices of varying amounts.

#### OUR LIABILITY

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

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

#### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

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

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

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

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

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

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

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

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

#### ERROR RESOLUTION

In case of errors or questions about your electronic transfers, telephone or write us (at the telephone number or address printed below) as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. **We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.** You must:

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

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

We will determine if an error has occurred and tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 5 business days for VISA debit card transactions processed by VISA, 10 business days for all other transactions (except as provided below), for the amount you think is in error, so that you will have 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 5 business days for VISA debit card transactions processed by VISA, 10 business days for all other transactions, we may not credit your account. For errors or questions involving new accounts, point-of-sale, or Foreign-initiated transactions, we may take up to 90 business days to investigate your complaint or question. For new accounts we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

We reserve the right to request that you sign an affidavit for you to receive the provisional credit. If we find that no error occurred or that an error occurred in a manner or amount different from that described by you, we may debit all or part of the provisional credit from your account, and we will notify you of the date and the amount of the debit.

We will tell you the results of our investigation within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation, and we will forward them to you promptly after receiving your request.

#### PUBLIX EMPLOYEES FEDERAL CREDIT UNION

P.O. BOX 1000

LAKELAND, FLORIDA 33802

Business Days: Monday through Friday

Excluding Holidays

Phone: (863) 683-6404 • (800) 226-6673

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

The credit union is closed on Saturdays and Sundays and also closed for the following Holidays:

* New Year's Day	* Juneteenth	Veteran's Day
Martin Luther King Day	* Independence Day	Thanksgiving Day
Presidents Day	Labor Day	*Christmas Day
Memorial Day	Columbus Day	

\*Should the Holiday fall on a Saturday, the credit union will close the preceding Friday. Should the Holiday fall on a Sunday, the credit union will close the following Monday.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all accounts.

Our policy is to make funds from your cash, check, and electronic direct deposits available to you immediately. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

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

If you make a deposit at an ATM before 12:00 midnight 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 at an ATM after 12:00 midnight or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

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

Third-party checks are no longer accepted through any channel.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you immediately. 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. The first \$600 of your deposits, however, will be available immediately.

If we are not going to make all of the funds from your deposit available immediately, 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.

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- 1) We believe a check you deposit will not be paid.
- 2) You deposit checks totaling more than \$5,525 on any one day.
- 3) You redeposit a check that has been returned unpaid.
- 4) You have overdrawn your account repeatedly in the last six months.
- 5) 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 fifth business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available immediately if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifteenth business day after the day of your deposit.

### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from check deposits made at automated teller machines (ATMs) we own or operate will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you will be available on the first business day after the day of deposit. Also, the first \$600 of a check deposit will be available immediately. Checks drawn on Publix Employees Federal Credit Union will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

All ATMs that we own or operate are identified as our machines.

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**Governing Laws; Venue:** If your account was originally opened or is maintained in any state *other than the State of Georgia*, you agree that this agreement shall be governed by: the Bylaws of Publix Employees Federal Credit Union ("PEFCU"), as may be amended from time to time; federal laws and regulations; the laws and regulations of the state in which PEFCU's main office is located (Florida), including contract law and without regard for that state's choice of law rules; and local ACH rules, as amended from time to time. If your account was originally opened or is maintained *in the State of Georgia*, you agree that this agreement shall be governed by: the Bylaws of PEFCU, as amended from time to time; federal laws and regulations; the laws and regulations of the State of Georgia including contract law; and local ACH rules, as amended from time to time. You agree that venue for any legal proceedings by PEFCU arising out of or relating to this agreement may be brought, in the Credit Union's sole discretion, in Polk County, Florida, in Gwinnett County, Georgia, or in the county of the state in which you reside at the time such legal proceedings are commenced, or, if you are a business, the county of the state in which you have an office for the conduct of business at the time such legal proceedings are commenced.

**Attorney's Fees and Costs, etc.** You agree that in the event any portion of the debt is collected by an attorney at law, whether or not litigation is brought, you agree to pay, to the extent permitted or required by applicable law, all costs of collection that we may incur, including reasonable attorney's fees (in Georgia, 15% of principal and interest owing thereon), court costs, alternative dispute resolution fees, and any other expenses that we may incur in connection with such litigation and to the extent permitted by law, at the trial, appellate, alternative dispute resolution and post-judgment levels, and at all levels of any bankruptcy proceedings.

**Class Action Waiver:** No member or accountholder may maintain or pursue against the credit union a class action, class-wide arbitration, or private attorney general action. Nor shall any class action, class-wide arbitration, or private attorney general action be pursued by a member against the credit union in any arbitration or in any court proceeding, regardless of when the claim or cause of action arose or accrued, or when the allegations or facts underlying the claim cause of action occurred.

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## TRUTH-IN-SAVINGS DISCLOSURE

### PRIME SHARE SAVINGS ACCOUNT

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividend payments are rounded down to the nearest cent. Dividends will be credited to your account every month on the last day of the month.

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

**Minimum balance requirements:**

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

You must maintain a minimum daily balance of \$50.00 in your account to avoid a minimum balance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee of \$2.00 for that month. (A new member has six months to bring the balance up to \$50.00 before incurring the minimum balance fee.)

You must maintain a minimum daily balance of \$50.00 in your account to obtain the disclosed annual percentage yield.

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

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

**Par value of a share:**

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

### CHECKING ACCOUNT

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

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

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

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

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

**Transaction limitations:**

No transaction limitations apply to this account unless otherwise stated in the Common Features section.

### MONEY MARKET ACCOUNT

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

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

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

**Minimum balance requirements:**

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

Account must maintain a minimum balance of \$1,000.00 at all time. If the balance of the account falls below \$1,000.00 at any time, funds will then be calculated at the checking account rate for dividend purposes.

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

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

### HOLIDAY CLUB ACCOUNT

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

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

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

**Minimum balance requirements:**

No minimum balance requirements apply to this account.

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

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

**Transaction limitations:**

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

If any withdrawal is made from this account before the end of the club term, then this account will be closed, and may not be reopened until November 1.

All funds in the account are paid out by transfer every November 1. The account remains open.

**CLUB ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

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

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

**Minimum balance requirements:**

No minimum balance requirements apply to this account.

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

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

**Transaction limitations:**

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

**BASE IRA ACCOUNT**

**Rate Information:**

The dividend rate and annual percentage yield may change every dividend period. We may change the dividend rate for your account as determined by the credit union board of directors.

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

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

**Minimum balance requirements:**

No minimum balance requirements apply to this account.

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

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

**Transaction limitations:**

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

☐ **REGULAR SHARE CERTIFICATE ACCOUNT**  
☐ **IRA SHARE CERTIFICATE ACCOUNT**

**Rate Information** - The dividend rate on your share certificate account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity. (This rate and yield are only valid if you purchase the share certificate between \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_; otherwise, the dividend rate and annual percentage yield are subject to change weekly.) **Withdrawal**

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

**Compounding frequency -**

☐ Dividends will be compounded ☐ quarterly ☐ at maturity.  
☐ Dividends will not be compounded since you have elected to have them paid to you or to another account.

**Crediting frequency -**

☐ Dividends will be credited to your account ☐ quarterly ☐ at maturity.  
☐ Dividends will be ☐ paid to you ☐ credited to account number \_\_\_\_\_ - \_\_\_\_\_ ☐ every month ☐ every quarter ☐ at maturity.

**Dividend period** - For this account type, the dividend period is ☐ monthly ☐ quarterly ☐ semiannually.

**Minimum balance requirements:**

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

If the Certificate Account is withdrawn below the required minimum balance, the certificate account will be closed.

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

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

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

**Transaction limitations:**

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

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account. The dividend withdrawal limitation does not apply if you have made arrangements to have dividends paid to you or to another account in lieu of having them credited to this account.

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

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

- If your account has an original maturity of one year or less:  
The penalty we may impose will equal 31 days dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year:  
The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.

There are certain circumstances where we may waive or reduce this penalty. We will not apply these penalties, (1) if withdrawal is necessitated by the death or legally declared incompetence of the account owner or, (2) if this account is part of an I.R.A. account for which the required distribution has begun and the withdrawal is necessary to make the allotted distribution amount.

**Automatically renewable account** - This account will automatically renew at maturity. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing account.

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

There is no grace period following the maturity of this account during which you may withdraw the funds without being charged an early withdrawal penalty.

#### COMMON FEATURES

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

**Nature of dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

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

**The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.**

Savings (account below minimum balance of \$50.00, per month will appear on statement as uncollected fee - Overdrawn)	\$2.00
Check Printing	(fee depends on style and quantity of check ordered)
Cashier's Check	\$3.00
Money Order	\$0.70
Nonsufficient Funds (checking or ACH return items will appear on statement as Withdrawal Overdrawn - Checking or ACH)	\$25.00
Replacement Card Fee (Applies to Visa Credit, Visa Debit & ATM Cards - 2 Free Cards per account per calendar)	\$10.00
Account Change Fee (Applies to primary account number change request - no fee applies if due to a fraud event)	\$25.00
Send Money - Mobile Banking Immediate Credit	\$1.00
Stop Payment	\$25.00
Courtesy Pay fee	\$25.00
Check Copy (1 free per month)*	\$0.75
Third Party Check (attempted through mobile deposit or a PEFCU ATM)	\$25.00
Account Activity Printout	\$1.00
Statement Copy	\$2.00
Domestic Wire Transfer Fee (outgoing)	\$15.00
International (Foreign) Wire Transfer Fee (outgoing)	\$40.00
Convenience Payment Fee (select payment methods)	\$7.95
Dormant Account (after 12 months - monthly fee assessed)	\$5.00
Abandoned Property (sent to state - per regulation)	\$35.00

\*No charge when required by Court Order or IRS Audit.

The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, or other electronic means.

There is no limit to the maximum number of overdraft charges that may be assessed per day.

We (PEFCU) will occasionally require the member to produce a copy of their Driver's License and/or Social Security Card for various reasons.

#### COURTESY PAY INFORMATION

Courtesy Pay is a service that allows us to pay a check or Automatic Clearing House (ACH) items presented against your Checking Account even if it causes the account to become overdrawn. Courtesy Pay may also permit us to pay an ATM or everyday debit card transaction which causes your account to be overdrawn if you have opted-in to the Courtesy Pay service for these transactions. To opt-in for Courtesy Pay for ATM and everyday debit card transactions, please call us at 863-683-6404 in the Lakeland area or 1-800-226-6673 toll-free.

As discussed in the "Overdrafts" paragraph above, we can decide whether an overdraft occurs based on your available balance or your actual balance as determined by the Credit Union in its sole discretion from time to time. Please see the "Effect of Holds on Your Available Balance, Overdrafts and Fees" paragraph above for a discussion of available balance versus actual balance. Courtesy Pay may provide certain accountholders in "good standing" with the ability to overdraw their checking account up to \$500. The Courtesy Pay limit includes any fees assessed by the credit union.

If the account has been open at least 180 days and maintained in good standing, defined as A) Making regular deposits sufficient to cover transactions; B) Bringing the account to a positive balance at least once every thirty days or less, and; C) There are no legal orders outstanding on your account, we may at our sole discretion, pay overdrafts up to the \$500 maximum limit, including our normal Non-Sufficient Funds or Courtesy Pay charge(s)

Whether we pay or return a check or ACH transaction, your account will be assessed a fee, either as Courtesy Pay charge or a Non-Sufficient Funds charge but you will not be charged both fees for the same presentment of an item or request for payment. We may charge a fee each time a check or ACH payment request is submitted or resubmitted for payment; therefore, you may be assessed more than one fee on the same check/ACH request for payment as a result of a returned check/ACH request for payment and resubmission(s) of the returned item/request.

If an ATM or everyday debit card transaction would cause your account to be overdrawn, the transaction will be rejected and you will not be charged a fee, unless you have opted-in to Courtesy Pay coverage for these items. If you have opted-in to Courtesy Pay coverage for these items and we pay the item, you will be assessed a Courtesy Pay fee.

Our current Courtesy Pay fee per item is \$25 which may be changed with prior notice to you.

Courtesy Pay offers additional flexibility and convenience in managing accountholder funds and provides peace of mind knowing that items may be paid up to the authorized overdraft limit. Please speak to a representative to see if you qualify. Qualification for Courtesy Pay does not guarantee that we will pay your overdrafts.

The courtesy of paying overdrafts created by check or ACH transactions requires no accountholder action. No additional agreements need to be signed, and it costs nothing unless the privilege is used - by initiating checks or ACH item(s) requests for more than the available balance on the account. However, you must opt-in to courtesy pay protection for ATM and everyday debit card transactions.

We will send you a notice each time an overdraft occurs. The overdrawn balance must be paid in full no later than 5:00 p.m. (EST) on the 30th day from when the account was first overdrawn. If the 30th day is a non-business day, the overdrawn balance must be paid in full the prior business day by 5:00 p.m. (EST). Once the overdrawn balance has been paid in full, you must wait until the following business day to be eligible for Courtesy Pay again.

**YOUR ACCOUNT**

**These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.**

☐ **PRIME SHARE SAVINGS ACCOUNT**

**Last declared dividend rate:**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

☐ **CHECKING ACCOUNT**

**Last declared dividend rate:**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

☐ **MONEY MARKET ACCOUNT**

**Last declared dividend rate:**

**Tier 1** - As of the last dividend declaration date, if your daily balance was \$1,000.00 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** - As of the last dividend declaration date, if your daily balance was \$999.99 or less, the dividend rate paid on the entire balance was \_\_\_\_\_%, with an annual percentage yield of \_\_\_\_\_%.

☐ **HOLIDAY CLUB ACCOUNT**

**Last declared dividend rate:**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

☐ \_\_\_\_\_ **CLUB ACCOUNT**

**Last declared dividend rate:**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

☐ **BASE IRA ACCOUNT**

**Last declared dividend rate:**

As of the last dividend declaration date, the dividend rate was \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on your account.

☐ \_\_\_\_\_ **REGULAR SHARE CERTIFICATE ACCOUNT**

☐ \_\_\_\_\_ **IRA SHARE CERTIFICATE ACCOUNT**

The dividend rate and annual percentage yield disclosed are accurate as of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ and are subject to change.



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