

Community South Credit Union
 1044 Hwy. 90 East
 Chipley, FL 32428
 (866) 638-8376
 Fax: (850) 638-4055

Commercial Membership Application & Agreement

Business Name	Account Number	Br. No.
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Account Type(s):	<input type="checkbox"/> Main Share	<input type="checkbox"/> Business Checking	<input type="checkbox"/> Limited Liability Partnership
Business Classification:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company/PLLC
	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Unincorporated Association

IMPORTANT INFORMATION ABOUT PROCEDURE[S] 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 You for Your name, address, date of birth, and other information that will allow Us to identify You. We may also ask to see Your driver's license or other identifying documents.

Account Owner Information

Business Name			Business License No /Exp. Date		Years Established
Business Address	Apt/Box	City		State	Zip
Mailing Address	Apt/Box	City		State	Zip
Business Telephone Number	Business Fax Number		Business E-Mail Address		No. of Employees
Social Security Number /Employer Identification Number			Contact(s)		Annual Income

Signer 1 Information Owner Officer

First	Last		M.I.	Suffix	Title	
Address	Apt/Box	City		State	Zip	
Home Telephone	Business Telephone		E-Mail Address		Birth Date	
Social Security Number		Driver's License Number/State/Exp. Date		Employer		Annual Income

Signer 2 Information Owner Officer

First	Last		M.I.	Suffix	Title	
Address	Apt/Box	City		State	Zip	
Home Telephone	Business Telephone		E-Mail Address		Birth Date	
Social Security Number		Driver's License Number/State/Exp. Date		Employer		Annual Income

Signer 3 Information Owner Officer

First	Last		M.I.	Suffix	Title	
Address	Apt/Box	City		State	Zip	
Home Telephone	Business Telephone		E-Mail Address		Birth Date	
Social Security Number		Driver's License Number/State/Exp. Date		Employer		Annual Income

VISA Check Card/CuBy Phone/CuOnline/Bill Payment

You are requesting the convenience of 24-hour access to Your Credit Union Account in conjunction with a Personal Identification Number (PIN) or Access Code. Your Card will allow You to use a number of Automated Teller Machine (ATM) networks, including the Credit Union's ATM machines and will also allow You to pay for services and purchases directly from Your checking account. You would like:

- VISA Check Card CuBy Phone CuOnline Bill Payment

Name on Card 1:

Name on Card 2:

Name on Card 3:

Name on Card 4:

Taxpayer Identification and Backup Withholding

Under penalties of perjury, You certify that: (1) The number shown on this form is Your correct taxpayer identification number (or You are waiting for a number to be issued to You); (2) You are not subject to backup withholding because: (a) You are exempt from backup withholding, or (b) You have not been notified by the Internal Revenue Service (IRS) that You are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified You that You are no longer subject to backup withholding; (3) You are a U.S. citizen or other U.S. person (defined below); and (4) You are exempt from FATCA reporting.

Certification instructions. You must cross out item 2 above if You have been notified by the IRS that you are currently subject to backup withholding because You have failed to report all interest and dividends on Your tax return.

Definition of a U.S. person. For federal tax purposes, You are considered a U.S. person if You are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in IRS Regulations 26 CFR § 301.7701-7)

Foreign person. If You are not a U.S. person and are a foreign person, do not use this certification. Instead, use Form W-8 (Withholding of Tax on Nonresident Aliens and Foreign Entities) which can be obtained from a Credit Union representative or the IRS.

Authorized Signers

Unless We receive written instructions to the contrary, the following are authorized to deposit and withdraw funds from each Account established under this application and transact any other business related to such Accounts now or in the future. Community South Credit Union is authorized to pay out funds and/or transact any other business related to such Accounts with any one of the signatures below, and is further authorized to accept a facsimile of any signature below.

Name	Title	Driver's License Number / State
_____	_____	_____
Signature: _____	_____	_____
_____	_____	_____
Signature: _____	_____	_____
_____	_____	_____
Signature: _____	_____	_____
_____	_____	_____
Signature: _____	_____	_____

Signatures

You hereby apply for membership with Community South Credit Union. You warrant that You are authorized to apply for such membership and establish such Account(s), and You further warrant the truth of the information contained in Your application for membership and/or in subsequent representations to Us. You realize that such information will be relied upon by Us in determining Your membership eligibility. You hereby authorize Us, Our employees and agents to investigate and verify any information provided to Us by You. By signing below, You agree to be bound by the terms and conditions found within Your application for membership and to the bylaws, rules and regulations of Community South Credit Union in effect from time to time. You further acknowledge receiving a copy of the Agreements and Disclosures related to Your Account(s) and You agree to be bound by the terms and conditions found therein. You authorize any person, association, firm, corporation or personnel office to furnish information concerning Your affairs upon Our request, including, but not limited to, providing credit and employment history information. In addition to establishing a Business Savings Account, You may also from time to time request additional Accounts and/or Account Services be established on Your behalf and/or the addition or deletion of Authorized Signer(s) of Your Account(s). Your signature below is Your continuing authorization for Community South Credit Union to follow Your written or verbal instructions to do so and You agree that Your continuing authorization will remain in effect unless We receive written instructions to the contrary. You hereby authorize Us to recognize any of the signatures subscribed herein in the payment of funds or the transaction of any business for Your Account(s).

The Internal Revenue Service does not require Your consent to any provision of this document other than the certifications required to avoid backup withholding

Owner/Officer #1 Signature _____	Date _____	Owner/Officer #2 Signature _____	Date _____	Owner/Officer #3 Signature _____	Date _____
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Credit Union Use Only

Date of Membership _____	Opened by _____	Acquire Verification _____	_____
_____ Credit Report	_____ CIP	_____ Check Card Ordered	_____ Br ID _____
_____ Checks Ordered	_____ CuBy Phone	_____ CuOnline	_____ Bill Payment
Approved _____		_____ Membership Officer	



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Certification Regarding Beneficial Owners of Legal Entity Customers

I. GENERAL INSTRUCTIONS

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information must You provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. persons) for the following individuals (i.e., the beneficial owners):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

II. CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information:

a. Name and Title of Natural Person Opening Account:

b. Name, Type, and Address of Legal Entity for Which the Account is Being Opened:

c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number (1)

(If no individual meets this definition, please write "Not Applicable.")

(1) In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number (1)

(1) In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

You, _____ (name of natural person opening account), hereby certify, to the best of Your knowledge, that the information provided above is complete and correct.

Signature: _____ Date: _____ Legal Entity Identifier _____ (Optional)

Deposit Resolution/Authorization

Corporate / Association Resolution

I, the undersigned Secretary of _____, a Corporation; Association (the "Entity"), hereby certify that at a meeting of the Board of Directors, duly called and held in accordance with its charter and by-laws on _____, at which a quorum was present and voting throughout, by unanimous written consent of the Board of Directors, dated _____, the following Resolutions were adopted in accordance with its charter, by-laws, and applicable law and that said Resolutions have not been altered, amended or rescinded and are now in full force and effect:

"RESOLVED

1. That the President Vice President Treasurer Secretary and _____ of this Entity, or any _____ of them are hereby authorized in the name and on behalf of this Entity from time to time to deposit, withdraw and/or transfer funds on deposit from the Credit Union, and transact any other business with the Credit Union incidental to the powers herein above granted. The Credit Union shall be under no obligation to see to the application of funds in any case whatsoever.
2. Any action heretofore taken by any officer of this Entity with respect to any of the matters stated above is hereby ratified and confirmed.
3. That the Secretary is hereby directed to file with the Credit Union a certified copy of these Resolutions and a list of the persons, together with specimens of their signature, who are the present holders of the said offices who shall continue respectively to hold the same until otherwise notified in writing by the Secretary.
4. That these Resolutions, insofar as said Credit Union is concerned, shall continue in full force and effect until receipt by said Credit Union of written notice from the Secretary of the changes, if any, therein."

I hereby further certify that the above Resolutions do not conflict with the provisions of its charter or its by-laws, and that the present holders of the offices referred to in the foregoing Resolutions and their specimen signatures are set forth below.

Name (Typed)	Title (Typed)	Officer's Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Unless We receive written instructions to the contrary, the following employees are also authorized to deposit and withdraw funds from each Account established by You and transact any other business related to such Accounts now or in the future. Community South Credit Union is authorized to pay out funds and/or transact any other business related to such Accounts with any one of the signatures below, and is further authorized to accept a facsimile of any signature below.

Name (Typed)	Title (Typed)	Employee's Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorization for Partnership Transactions

The following agreements and authorizations are continuing and are to apply to all present and future transactions of the Partnership to the Credit Union. As members of said Partnership You jointly and severally represent to and agree with the Credit Union that You are the owners of and the only ones interested in a Partnership business ("Partnership") conducted by You as partners under the firm name of _____ at _____ and that said business is not incorporated and that a Certificate of Fictitious or Assumed Name of said Partnership has been filed if required by law. It is agreed that any one of You shown below are authorized by, on behalf and in the name of this Partnership to: (a) deposit, withdraw and/or transfer funds on deposit from the Credit Union; and (b) transact any other business with the Credit Union incidental to the powers herein above granted. The Credit Union shall be under no obligation to see to the application of funds in any case whatsoever. The foregoing authorizations are continuing and are to remain in effect as to all transactions entered into until the Credit Union receives, at the place designated by the Credit Union, written notice to the contrary signed by one of You.

Partnership Signature	Date	Partnership Signature	Date	Partnership Signature	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Unless We receive written instructions to the contrary, the following employees are also authorized to deposit and withdraw funds from each Account established by You and transact any other business related to such Accounts now or in the future. Community South Credit Union is authorized to pay out funds and/or transact any other business related to such Accounts with any one of the signatures below, and is further authorized to accept a facsimile of any signature below.

Name (Typed)	Title (Typed)	Employee's Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Commercial Agreements and Disclosures

THESE AGREEMENTS AND DISCLOSURES CONTAIN IMPORTANT MEMBERSHIP INFORMATION, NECESSARY ACCOUNT DISCLOSURES, ELECTRONIC SERVICES AGREEMENT, FUNDS AVAILABILITY POLICY AND WIRE TRANSFER AGREEMENT. PLEASE BE CERTAIN TO READ THESE AGREEMENTS AND DISCLOSURES CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Throughout these Agreements and Disclosures, the references to "We," "Us," "Our" and "Credit Union" mean COMMUNITY SOUTH CREDIT UNION. The words "You" and "Your" mean each person and/or entity applying for and/or using any of the services described herein. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any VISA Check Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "CuBy Phone", whereas Our Internet Account Access System is hereinafter referred to as "CuOnline" and Our Bill Pay System is hereinafter referred to as "Bill Payment." "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

COMMUNITY SOUTH CREDIT UNION MEMBERSHIP

To apply for membership with Community South Credit Union You must complete, sign and return an application for membership.

Your signature on Your application for membership informs the Credit Union that You would like to join the Credit Union and that You agree to conform to the Credit Union's Bylaws and Amendments.

Credit Union membership is granted to applicants within Community South Credit Union's common bond as outlined in the Credit Union's Charter.

Eligibility also includes spouses of persons who died while within the field of membership; Credit Union employees; persons retired as pensioners or annuitants from organizations within the Credit Union's common bond; and

organizations of such persons. By signing Your application for membership, You acknowledge receipt of these Agreements and Disclosures, including the terms and conditions which apply to Your Accounts.

FAMILY MEMBERSHIP

Credit Union members in good standing and whose status is currently within the Credit Union's common bond (as outlined therein) may sponsor immediate family members and possibly other members of Your household for Credit Union membership. Eligible family members may include for instance: father, mother, brother, sister, son, daughter, grandmother, grandfather and spouse (which may include anyone living in Your residence that You maintain a single economic unit with).

ACCOUNT AGREEMENT

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH COMMUNITY SOUTH CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC SERVICES AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

ACCOUNT OWNERSHIP. Business Accounts will only be opened by the Credit Union if any documentation We may request and that is subsequently presented by You to the Credit Union is in a manner acceptable to Our policies. The ownership status and titling of Your Account is determined by the legal structure of the business establishing such Account and will fall into one of the following categories. It is Your responsibility to determine and understand any legal effects related to this type of Account.

- **SOLE PROPRIETORSHIP ACCOUNTS** - A sole proprietorship is a business in which one person owns all the assets, owes all the liabilities, and operates in their own personal capacity.
- **PARTNERSHIP ACCOUNTS** - A partnership is a voluntary association of two or more persons who jointly own and carry on a business for profit.
- **LIMITED PARTNERSHIP ACCOUNTS** - A limited partnership exists if the partnership consists of one or more persons who control the business and are personally liable for the partnership's debts (general partners), and one or more persons who contribute capital and share profits but who cannot manage that business and are liable only for the amount of their contribution (limited partners).
- **LIMITED LIABILITY PARTNERSHIP (LLP) ACCOUNTS** - A limited liability partnership exists when a partner is not liable for a negligent act committed by another partner or by an employee not under the partner's supervision.
- **LIMITED LIABILITY COMPANY (LLC) ACCOUNTS** - A limited liability company is a company statutorily authorized in certain states that is characterized by limited liability, management by members or managers, and limitation on ownership transfers.
- **CORPORATION ACCOUNTS** - A corporation is an entity (usually a business) having authority under the law to act independently and distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.

- **NON-PROFIT CORPORATION ACCOUNTS** - A non-profit corporation is a corporation that does not issue shares of stock as evidence of ownership but instead is owned by its members in accordance with a charter or agreement.
- **UNINCORPORATED NON-PROFIT ASSOCIATION ACCOUNTS** - An unincorporated non-profit association is a gathering of people for a common purpose that is not a legal entity separate from the persons who compose it.

SOLE PROPRIETORSHIP ACCOUNTS. If Your Account is established as a sole proprietorship Account, You warrant that You are the sole owner of Your business and understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. You shall take all action necessary so that in the event of Your death, Your estate shall release and indemnify the Credit Union for any payment made at the direction of an authorized signer of Your Account provided the Credit Union has not received actual notice of Your death prior to such payment being made. If You are doing business under an assumed name, You represent that You have properly filed all required paperwork as set out in the laws for the state in which You are organized to do business. It is Your responsibility to determine and understand any legal effects related to this type of Account.

PAYMENT OF ACCOUNTS. Except payees named on any check or other item drawn on Your Account, such Account may only be paid to You and not any director, shareholder, partner or authorized signer as may be applicable.

ORGANIZATIONAL, PARTNERSHIP OR CORPORATION ACCOUNTS. If Your Account is established as an organizational, partnership or corporate account, You will supply Us with a separate authorization informing Us of the authorized signers for the Account and provide any other related documents if We request You to do so and You understand that such Accounts will only be opened by the Credit Union if the documentation presented by You to the Credit Union is in a manner acceptable to Our underwriting policies. It is Your responsibility to determine and understand any legal effects related to this type

ACCOUNT AGREEMENT (continued)

of Account. We require that all partners, owners or organizational members be individually eligible for membership.

AUTHORIZED SIGNERS. If You establish Your Account with authorized signers, or you subsequently appoint any authorized signers, You understand and agree that the Credit Union will not at any time be liable for the actions of such authorized signers and/or be obligated to ensure that their actions are in accordance with any instructions You have provided to them. Any appointment of an authorized signer, together with any subsequent revocation or change must be in writing and in a form acceptable to Us. Any revocation or change of an authorized signer shall not be effective until received by Us and must be received by Us in sufficient time for Us to act upon it. It is Your responsibility to determine any legal effects related to Your appointing any authorized signers on Your Account.

INDEMNITY. You agree to indemnify and hold harmless the Credit Union and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising out of any action or inaction on Our part in connection with these Agreements And Disclosures and/or Your failure to abide by its terms. In the event of any claim, We shall provide You with reasonable and timely notice of such claim, and thereafter You shall at Your own expense defend, protect and hold harmless the Credit Union against said claim or any loss or liability thereunder. In the event You fail to defend and/or indemnify and hold Us harmless, then in such instance We shall have full rights to defend, pay or settle said claim on Your behalf without notice to You and with full right of recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. You further agree to pay all reasonable attorneys' fees necessary to enforce such provision. Such indemnity shall be unlimited in amount and duration and be binding upon and inure to the benefit of all parties, their successors, assigns and personal representatives.

POWER OF ATTORNEY. If You name a person to act as Your attorney-in-fact or agent in any way with Your Account, We are only obligated to deal with such person if We, in Our sole judgment, approve of the form of appointment and the supporting documentation.

DEPOSIT OF ITEMS. You may make deposits to Your Account using any method available from Us, including deposits in person, by mail or electronic means. We have the right to refuse to accept any check or instrument for deposit at Our sole discretion. If You deposit an item and it is returned unpaid, We will debit Your Account for the amount of the item and charge You a fee. You will be liable to Us for the amount of any item You deposit which is returned unpaid, and in addition, will be responsible for any of Our costs and expenses incurred in the collection of such returned item from You, including reasonable attorneys' fees. Subject to Our Funds Availability Policy, You may not be able to withdraw funds from Your Account until We have received final settlement for any items deposited. If You make a deposit on a Saturday, Sunday, or a holiday, or after Our predetermined cut-off hour on business days, the deposit will be credited to Your Account as of the next business day.

COLLECTION AND PROCESSING OF ITEMS. In processing items You have deposited for collection, We are only Your agent and assume no responsibility beyond the exercise of ordinary care. Any item deposited is subject to final settlement in cash or credit. We may use any method We feel is appropriate to collect items, which may include use of a Federal Reserve Bank. We are not responsible for the acts of any third party We use for the collection of items including responsibility for lost items. If We use a local clearinghouse in the collection of items, You authorize Us to do so and to act in accordance with any applicable rules and regulations. We may permit You to withdraw funds from Your Account before final settlement has been made, however, if final settlement is not made, We have the right to charge Your Account or otherwise require You to repay such funds. In processing items presented for payment on Your Account, We will pay such items each business day in an order of Our choosing, all of which means that the transactions may not be processed in the order in which they occurred and that You could incur multiple fees in a single day should there be insufficient funds to pay all items presented that day.

OVERDRAFT PROTECTION. To the extent permitted by law, You authorize Us to transfer funds from other Accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your Account to cover any overdraft. If You have a line of credit with Us, transfers will be made first from Your primary share Account, provided You have enough available funds in that Account, then from Your line of credit up to Your available credit limit, and then We may elect to pay such overdraft, subject to any preference You have indicated to Us for clearing any overdraft(s). Overdraft transfers are subject to a transfer fee. You hold Us

harmless from any and all liability which might otherwise exist if a transfer does not occur.

OVERDRAFTS. You understand and agree that We may from time to time, and at Our sole discretion, pay certain items in order to cover an overdraft, and charge You a fee for doing so. You further understand that payment of any overdrafts will be made in an order of Our choosing. You hold Us harmless from any and all liability which might otherwise exist if We do not pay an overdraft. If You would like to opt-out, that is, if You would prefer We not pay any share drafts that would overdraw Your share draft Account, You may opt-out by writing to Us at the address in this Agreement or by calling Us at the telephone number shown in this Agreement and informing Us of Your intention to opt-out.

NOTICE OF RECEIPT OF ACH ITEMS. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account and as permitted by law, We are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

PROVISIONAL PAYMENT (ACH ORIGATION). Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

PROVISIONAL PAYMENT (ACH RECEIPT). Credit given by Us to You with respect to any automated clearing house credit entry is provisional until We receive final settlement for such entry through a Federal Reserve Bank. If We do not receive final settlement, You are hereby notified and agree that We are entitled to a refund of the amount credited to You in connection with such entry, and the party making payment to You via such entry (i.e., the originator of the entry) shall not be deemed to have paid You the amount of such entry.

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

EXPENSES. If We incur any costs or expenses as a result of any attachment, garnishment or levy against Your Account, You will reimburse Us for such costs or expenses or We may charge them to Your Account.

INACTIVE OR DORMANT ACCOUNTS. Inactive Accounts (Accounts with no withdrawals or deposits within a one-year period) may be subject to an Inactive Account Fee. If no activity occurs in Your account within the time period specified by applicable state law, the property in Your account may be subject to transfer to the appropriate state authority ("escheatment"). We have no liability if Your Account becomes dormant and is therefore subject to escheatment in accordance with applicable state law.

LIEN IMPRESSMENT AND SET-OFF. You agree that We may impress and enforce a statutory lien upon Your Accounts with Us to the extent You owe Us any money and We may enforce Our right to do so without further notice to You. We have the right to set-off any of Your money or property in Our possession against any amount You owe Us. The right of set-off and Our impressed lien does not extend to any Keogh, IRA or similar tax deferred deposit You may have with Us. If Your Account is owned jointly, Our right of set-off and Our impressed lien extends to any amount owed to Us by any of the joint Owners.

MINIMUM BALANCE REQUIREMENTS, FEES AND SERVICE CHARGES. You agree to pay Us any applicable fees or charges, and are responsible for any minimum balance requirements and deposit requirements called for in Our Agreements and Disclosures provided to You when You opened Your Account. In any case and with proper notice to You, fees, charges, balance requirements and deposit requirements may be changed by Us from time to time.

SUSPENSION OF SERVICES. We have the right to suspend the benefit of any Credit Union service at any time for reasonable cause. At Our discretion, We also have the right to pay any share draft presented for payment from

ACCOUNT AGREEMENT (continued)

Your Account after Your Account is closed or suspended and to recover such amount paid from You.

Account services are available to those members in good standing with the Credit Union. We reserve the right to cancel or suspend services to a member who is not in good standing, which includes members that have: (a) a delinquent loan; (b) a primary Share Account balance below the \$5.00 minimum; (c) an unresolved deposited returned check; (d) any unpaid and uncollected fees; or (e) a negative balance on an Account.

ASSIGNABILITY. You may not assign or transfer any interest in Your Account.

AGREEMENTS AND DISCLOSURES. The Agreements and Disclosures provided to You at the time You opened Your Account and referred to throughout this Agreement, contain: (a) a list of fees and charges applicable to Your Account; (b) the dividends and applicable Annual Percentage Yield (APY); (c) how dividends are credited or compounded; and (d) other pertinent information related to Your Account. Your Agreements and Disclosures may be amended by Us from time to time in a manner as prescribed by law.

STOP PAYMENTS. You may ask Us orally to stop payment on a share draft. For any such request to remain valid, however, You must also supply Us with a written request within 14 days after You make any such oral request. Stop payment requests are also subject to the terms and conditions of the Order For Stop Payment form related to any such request. Your request must be given to Us in a timely manner so that We have a reasonable opportunity to act on Your request. A written stop payment request is effective for 6 months. If at the end of 6 months You request Us to continue the stop payment order, that request will be treated as a new request. We are not liable if We pay a share draft which You have requested Us to stop payment on as long as We act in good faith and exercise ordinary care.

In any event, any damages that We might otherwise be liable for shall not exceed the amount of the involved share draft. If We do pay a share draft for which You have requested stop payment and as a result any other item is returned unpaid by Us due to nonsufficient funds, We are not liable for any consequences resulting from such action. If Your Account is a joint Account, any Owner of the Account may request a stop payment. Any release of a stop payment order must be made by the person who made the request. If You ask Us to stop payment on a pre-authorized transfer, Your request will be processed under the provisions of Our Electronic Fund Transfer Agreement with You.

You may also ask Us to replace a lost, destroyed or stolen cashier's, teller or certified check and if You do, You agree to execute a declaration of loss and claim for reimbursement form together with any other documentation We may require, such as an affidavit. Regardless of the type of documentation presented to Us, the request must be in a form acceptable to the Credit Union and given to Us in a timely manner so that We have a reasonable opportunity to act on such request. Such declaration of loss and claim for reimbursement will not become enforceable until the later of: (a) 90 days after the issuance date of the check (or 90 days following the date of acceptance, in the case of a certified check); or (b) the date We receive the declaration of loss and claim for reimbursement together with any other required documentation.

SHARE DRAFTS AND OTHER ACCOUNT ACCESS DEVICES. Any share draft or other Account access device which does not meet Our standards for acceptance may be rejected by Us, whether such standards are established by law, regulation or Our own policy.

POSTDATED, STALE OR OVERDRAFT SHARE DRAFTS. You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on Your Account without any liability.

SHARE DRAFT SAFEKEEPING. Share draft Safekeeping is automatic on Your Account and Your cancelled share drafts will not be returned to You. You understand that cancelled share drafts retained by Us are later destroyed after a reasonable period of time. If You subsequently request a copy of a share draft and We are unable to supply it, then We shall not be liable for any damage You may sustain in excess of the face amount of the involved share draft.

PERIODIC STATEMENTS. You will be provided with a periodic statement showing activity on Your Account. If You believe any statement reflects discrepancies, You must notify Us of such discrepancies within 60 days from the date We mailed the statement to You. If the discrepancy noted is the result of an electronic fund transfer, then the provisions of Our Electronic Fund Transfer Agreement with You will control resolution of the matter.

AMENDMENTS. This Agreement may be amended by Us at any time, in which case We will provide You with a notice of amendment as required by law or regulation.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly in writing with Your signature if You move or otherwise have a change of address. In the event We are unable to locate You, You agree to pay all fees associated with maintaining an invalid address in Our records and any costs and locator fees incurred in Our locating efforts.

WAIVERS. You agree and understand that Our failure or delay to exercise any right, remedy, power, or privilege available to Us pursuant to this Agreement shall not affect or disallow Our future exercise of that right, remedy, power or privilege.

LOCATION OF CHECK ENDORSEMENTS. Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

PROHIBITED INTERNET GAMBLING TRANSACTIONS. All transactions in connection with the participation of another person in unlawful internet gambling are prohibited from being processed through Your Account. Such transactions include those involving the use of: (a) credit, or the proceeds of credit, extended to or on behalf of another person (including credit extended through the use of a credit card); or (b) electronic fund transfers, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic fund transfer or money transmitting service, from or on behalf of another person; or (c) any check, draft, or similar instrument that is drawn by or on behalf of another person and is drawn on or payable at or through any financial institution.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida, except to the extent that federal law controls.

ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.

SPECIFIC TERMS APPLICABLE TO YOUR MAIN SHARE ACCOUNT

Tiered Fixed Rate Information. This Account is subject to a Tiered Fixed Rate. For the current dividend rates and corresponding APY, refer to the accompanying Account Disclosure Rate Supplement which We have included with and made a part of this Disclosure.

Minimum Balance Requirements. The minimum balance required to open this Account is \$5.00. In order to earn the disclosed APY, You must maintain a balance of \$100.00 in Your Account each day.

SPECIFIC TERMS APPLICABLE TO YOUR BUSINESS CHECKING ACCOUNT

Dividend Information. No dividends are paid on this Account.

Minimum Balance Requirements. No minimum balance requirements apply to this Account.

Transaction Limitations. No transaction limitations apply to this Account.

GENERAL TERMS APPLICABLE TO ALL ACCOUNTS

Member in Good Standing. The Account services described in these Agreements And Disclosures are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:

- a delinquent loan.
- a primary Share Account balance below the \$5.00 minimum.
- an unresolved deposited returned check.
- unpaid and uncollected credit union fees.
- a negative balance on an Account.

ACCOUNT DISCLOSURES (continued)

Minimum Balance Requirements. To be a member and maintain Accounts with Us You must purchase 1 share in the Credit Union. The par value of a share in this Credit Union is \$5.00. If the balance in Your primary share Account drops below 1 share (\$5.00), at any time during a dividend period, We may, at Our option, close Your Account.

Nonsufficient Funds Returns. Any share draft or pre-authorized transfer, or transaction made through the use of a debit card, or other electronic means, as is applicable (including any in-person transaction), that is presented to Us for payment on Your Account when Your Account lacks sufficient collected funds to pay any such item may, at Our option, be returned for nonsufficient funds or We may honor any such item and charge You a fee for doing so.

Additional Transaction Limitations. For all Accounts (except share draft Accounts), during any calendar month, You may not make more than six withdrawals from or transfers to another Credit Union Account of Yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order to a third party. If You exceed these limitations, Your Account may be subject to closure by the Credit Union.

For all Accounts (except share draft Accounts), the Credit Union reserves the right to require a member intending to make a withdrawal to give written

notice of such intent not less than seven days and up to sixty days before any such withdrawal.

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

Compounding and Crediting. For all dividend-bearing Accounts, dividends will be earned daily for each day on which Your balance exceeds the minimum balance requirement for Your Account. For all dividend-bearing Accounts, the dividend period is Quarterly, and dividends will be compounded daily and credited to Your Account Quarterly.

Balance Computation Method. For all dividend-bearing Accounts, dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in Your Account each day.

Accrual on Noncash Deposits. For dividend-bearing Accounts, dividends will begin to accrue on the business day that You place noncash items (e.g. checks) into Your Account.

Fees and Charges. Any fees and charges applicable to Your Account are disclosed on the accompanying schedule of fees and charges provided in conjunction with these Agreements and Disclosures.

ELECTRONIC SERVICES AGREEMENT

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT. IT INCLUDES ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR VISA CHECK CARD, OUR AUDIO RESPONSE SYSTEM ("CUBY PHONE"), OUR INTERNET ACCOUNT ACCESS SYSTEM ("CUONLINE"), AND OUR BILL PAY SYSTEM ("BILL PAYMENT"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

VISA CHECK CARD, CUBY PHONE, CUONLINE, BILL PAYMENT AND E-CHECK AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to the following: (a) Your Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) Our CuBy Phone system; (c) Our CuOnline system; (d) Our Bill Payment system and (e) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, Our CuBy Phone system, Our CuOnline system, Our Bill Payment system, E-Check or other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to Machines; (c) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law; and (d) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your share or share draft Account, as appropriate, and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your share Account in any order We determine; and (2) We cannot honor stop payment requests on ATM and POS withdrawals.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your share and/or share draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdraw amount and to the extent permitted by law, any associated fees and charges. For security reasons there are limits on the number of transactions that may be processed each day.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES. You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with VISA Check Card transactions and separate Access Codes to be used in conjunction with CuBy Phone, CuOnline and Bill Payment transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your share Account or Your share draft Account to cover such transactions.

OWNERSHIP. Your Card or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request.

OTHER AGREEMENT. If electronic fund transfer transactions involve other agreements You have with Us, the terms of those agreements will apply as well.

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

TYPES AND LIMITATIONS OF SERVICES

VISA CHECK CARD TRANSACTIONS. You may use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate, to deposit cash and checks to Your share and share draft Account(s). You may also use Your Card in conjunction with Your PIN in any of Our network of ATMs and such other machines or facilities as We may designate, not to exceed \$805.00 per day, subject to the available funds in Your Account, to make the following transactions: (a) withdraw cash from Your share and share draft Account(s); (b) transfer funds between Your share and share draft Account(s); and (c) make balance inquiries on Your share and share draft Account(s) with Us.

At the present time, You may also use Your Card in conjunction with Your PIN to purchase goods and services ("POS") at any business establishment where the Card is accepted, not to exceed \$2,500.00 per day, subject to the available funds in Your Account.

CUBY PHONE TRANSACTIONS. You may use CuBy Phone in conjunction with Your Access Code and a touch-tone telephone to make the following types of transactions: (a) withdraw funds from Your share and share draft Account(s); (b) transfer funds between Your share and share draft Account(s); (c) make balance inquiries on Your share and share draft Account(s) with Us; (d) make loan payments from Your share and share draft Account(s); and (e) make miscellaneous inquiries on Credit Union services that affect Your Account. CuBy Phone operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please call back later when service is restored.

CUONLINE TRANSACTIONS. At the present time, You may use CuOnline in conjunction with Your Access Code, an internet connection and a personal computer or internet enabled smartphone or portable computing device (e.g. tablet), for the following services: (a) transfer funds between Your share and share draft Accounts; (b) obtain balance information on Your share and share draft Account(s); (c) make loan payments from Your share and share draft Account(s); and (d) make bill payments to preauthorized creditors. CuOnline operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please try again later when service is restored.

BILL PAYMENT TRANSACTIONS. At the present time, You may use Bill Payment for the following services: (a) authorize the Credit Union to issue

ELECTRONIC SERVICES AGREEMENT (continued)

payments in amounts up to \$9,999.99 on Your behalf, except to the extent that such payments are for governmental agencies, state and local taxing authorities, court-ordered payment and/or addresses outside the United States of America; and (b) check status of payments previously authorized through the Bill Payment service. In order to use the Bill Payment service for such transactions, You must have a share draft Account with Us. By completing an online Bill Payment transaction using the Bill Payment service, You authorize Us to post any such payments to Your share draft Account. Payments will be made by check or electronic transfer and may take as long as 10 business days from the date requested to be sent to the payee. The Credit Union cannot guarantee the time any payment will reach any of Your payees and accepts no liability for any service fees or late charges levied against You. Payments requested to be sent on dates that do not exist in a given month (i.e. February 30th or April 31st), or fall on Saturdays, Sundays, federal reserve and other Credit Union observed holidays will be sent on the next business day.

E-CHECK TRANSACTIONS. You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

OWNERSHIP. Your Card and/or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account access devices to Us immediately upon the closing of Your Account.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call Us at the telephone number shown in this Agreement, or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request 3 business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to place a stop payment on one of Your pre-authorized payments 3 business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

FEES. We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule and CuBy Phone, CuOnline and Bill Payment information after Your Account is established. Additional fee schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

NO LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. You agree We will not be liable if: (a) Your Account does not contain enough available funds to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction despite reasonable precautions that We have taken; (e) Your Card is retrieved or retained by an ATM; (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account; (g) the money in Your Account is subject to legal process or other claim; (h) there are other lawful exceptions established by Us and You are given proper advance notice of them; (i) You exceed any limits on Your Account; and (j) the debit card network does not allow the transaction to proceed due to anti-fraud or similar consumer protections employed by that network.

UNAUTHORIZED TRANSACTIONS. Telephone Us at once at the telephone number shown in this Agreement or write to Us at the address shown in this Agreement if You believe Your Card or PIN have been lost or stolen or if you believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable).

FOREIGN TRANSACTIONS. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) 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 (b) the government-mandated rate in effect for the applicable central processing date. For transactions that are initiated in a foreign currency, You will be charged 1.00% of the final settlement amount. For transactions occurring in foreign countries and initiated in U.S. Dollars, You will be charged 0.80% of the final settlement amount.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your Card, PIN or Access Code, or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time upon proper notice to You.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of Florida, except to the extent that such laws are inconsistent with controlling federal law.

FUNDS AVAILABILITY POLICY DISCLOSURE

EXCEPT FOR CHECKS DRAWN ON FOREIGN BANKS IN FOREIGN COUNTRIES, THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM TRANSACTION ACCOUNTS AT COMMUNITY SOUTH CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

Your Ability To Withdraw Funds. Our policy is to make funds from Your cash and check deposits available to You on the business day We receive Your deposit. Electronic direct deposits will be available on the day We receive the deposit. Once they are available, You can withdraw the funds in cash and We will use the funds to pay checks that You have written.

For determining the availability of Your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If You make a deposit before 4:30 p.m. Central Standard Time 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 4:30 p.m. Central Standard Time or on a day We are not open, We will consider that the deposit was made on the next business day We are open.

Longer Delays May Apply. In some cases, We will not make all of the funds that You deposit by check available to You on the business We receive Your deposit. Depending on the type of check that You deposit, funds may not be available until the 2nd business day after the day of Your deposit. The first \$200.00 of your deposits, however, may be available on the 1st business day after the day of Your deposit.

If We are not going to make all of the funds from Your deposit available on the business day We receive Your deposit, 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.

In addition, funds You deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn Your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

FUNDS AVAILABILITY POLICY DISCLOSURE (continued)

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 7th business day after the day of Your deposit.

Special Rules for New Accounts. If You are a new member, the following special rules will apply during the first 30 days Your account is open.

Funds from electronic direct deposits to Your account will be available on the day We receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the 1st business day after the day of Your deposit if the deposit meets certain conditions. For example, the checks must be payable to You. The excess over \$5,000.00 will be available on the 7th business day after the day of Your deposit. If Your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of Our employees, the first \$5,000.00 will not be available until the 2nd business day after the day of Your deposit.

Funds from all other check deposits will be available on the 7th business day after the day of Your deposit.

ATM Deposits. For deposits made at ATMs not owned and operated by the Credit Union, deposits subject to delayed availability will become available for withdrawal on the 2nd business day following the day of deposit. All ATMs that We own or operate are identified as Our machines.

Holds on Other Funds. If We cash a check for You that is drawn on another institution, We may withhold the availability of a corresponding amount of funds that are already in Your Account. Those funds will be available to You at the time that the funds from the check We cashed for You would have been available if You had deposited it. If We accept for deposit a check that is drawn on another institution, We may make funds from the deposit available for withdrawal immediately but delay Your availability to withdraw a corresponding amount of funds that You have on deposit in another account with Us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this policy for the type of check that You deposited.

WIRE TRANSFER AGREEMENT

THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.

This Wire Transfer Agreement applies to wire transfers that are not "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 CFR 1005.30 *et seq.*).

We are authorized to charge Your Account for the payment of wire transfer requests. If more than one Account(s) is designated, We may charge any of the designated Accounts unless You give Us specific written directions otherwise. Your transfer requests may involve the transfer of funds from any of Your designated Accounts with Us to another account You have with Us, to any other financial institution, or to a third party or account of a third party maintained with Us or any other financial institution. There are no restrictions or limitations on the amounts which may be ordered or requested, or on the location or address of the beneficiary of a transfer unless You give Us written instructions to the contrary.

The party(ies) named in Your application for membership are the Authorized Persons who may issue payment orders to Us for the initiation of wire transfers or to receive telephone calls from Us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to Us under this Agreement for any Account designated in Your application for membership. For confirmation purposes, We may call any party designated in Your application for membership. If more than one Authorized Person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to Us in compliance with Our cut-off hours as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply verbally and which is contained in Your wire transfer request. Wire transfer requests received by Us after Our cut-off hours may be treated as if received on the following business day.

We have no obligation to accept or execute any wire transfer request. We will provide You telephonic notice of rejection. If We are unable to reach You by telephone, We may at Our option give You notice of rejection in writing.

If We accept a wire transfer request consistent with this Agreement, You agree that any such transfer requests which We receive are effective as Your transfer request, whether or not authorized.

You will have no right to cancel or amend a payment order to initiate a wire transfer after We receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by You prior to the time that We execute such payment order, but We have no liability if Your cancellation or amendment is ineffective.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. Your application for membership designates any Account which may be charged in relation to wire transfer requests. All parties which You have authorized to issue wire transfer requests or to receive telephonic confirmations from Us are identified in Your application for membership. All modifications or additions to Your application for membership must be in writing.

You agree to pay Us the amount of any transfer request which We transmit pursuant to this Agreement when We execute a payment order to carry out Your wire transfer request. You will not make any wire transfer request which would cause You to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without Our prior consent, You agree to pay Us the overdraft amount and any overdraft fee immediately upon Our demand. We have the right to set-off the amount of any overdraft against the balance in any of Your accounts with Us and We may exercise any rights We have under any agreements which grant Us security for the payment of Your liabilities or obligations to Us.

You understand and agree that the payment of a wire transfer request may be made by Us or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which You have provided for a beneficiary, even if the number identifies a person different from Your intended beneficiary. You also understand and agree that We or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which You have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one You intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers You have provided to initiate a wire transfer are accurate. You will be liable to Us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by You or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which You have provided to Us.

You agree to examine any statement or confirmation which We send You and to notify Us within 30 days after the mailing date on any statement or confirmation, of any discrepancy or error. If You fail to notify Us of any discrepancy or error within the required time period, You agree that We are not liable to pay interest or reimburse You for any discrepancy or error in relation to a transfer request described in such statement or confirmation.

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in Your application for membership shall issue wire transfer requests to Us; and (b) We reserve the right to telephonically contact any individual named in Your application for membership for the purpose of confirming a transfer request, regardless of amount, although We have no obligation to do so. If We cannot obtain a confirmation satisfactory to Us, then We reserve the right to refuse to honor any wire transfer request.

We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephonic confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in Your application for

WIRE TRANSFER AGREEMENT (continued)

membership. If, for any reason, We are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, We may refuse to execute the transfer request. If We do so, We shall not incur any liability any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which You have agreed to with Us. You will notify Us immediately if You believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

We have no liability of any nature for delays or mistakes, provided We act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom We transmit funds whether such other parties were selected by You or Us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour We have established. We will generally use the funds transfer system, but We may use any means and routes that We, in Our sole discretion, consider suitable for the transmission of funds.

You agree that We have no liability and are not responsible for any delay or failure to transfer any amount specified in any wire transfer request because of rules, regulations, or policies of the Federal Reserve Board which limits, in the aggregate, the amount We can transfer from time to time during any business day, provided, however, that We will promptly notify You of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by You in connection with services offered

by Us which are subject to this Agreement, regardless of whether We know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that You might incur.

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. Terms which are not defined in this Agreement shall have the same meaning as defined in the Uniform Commercial Code Article 4A. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which We are located and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which We are chartered.

We may amend this Agreement, from time to time, by sending You a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by You and Us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.