Important Information About Your **Business** Account

- USA PATRIOT Act Notice
- Universal Account Agreement for Business Accounts
- Funds Availability Disclosure
- Wire Transfer Agreement
- Electronic Funds Transfer Agreement
- Privacy Disclosure

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USA PATRIOT ACT NOTICE

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 every customer. What this means to you: We will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

UNIVERSAL ACCOUNT AGREEMENT FOR BUSINESS ACCOUNTS

(Not Transferable as defined in 12 CFR, Part 204)

This Universal Account Agreement, the Signature Card, the Business Account Signature Card and Resolution Agreement (if applicable) along with our current Schedule of Fees contains the rules and conditions that govern your Account(s) with Achieva Credit Union. The paragraph headings are for convenience only and do not form a part of this Agreement. If any provision of this Agreement is deemed invalid, the rest of this Agreement will remain in full force and effect. This Agreement amends, replaces and supersedes any prior Agreements. Please read this Agreement carefully and keep a copy and call us if you have questions.

Definitions – In this Universal Account Agreement covering all depositors, the plural shall also mean the singular, the masculine shall mean the feminine, and vice versa. The terms defined in this paragraph shall have the following meanings:

"Business" means the entity identified, described and defined in the Account Agreement and Signature Card and any and all agents, affiliates and/or persons acting on its behalf.

"Official Signer" means the owner, officer, manager, agent, or any person having full control over the Business, persons named in the Articles of Incorporation, Articles of Organization, Partnership Agreement, or any Business Operating Agreement or Official Records as having full power over the Business and its Account(s), and any person who signs the Signature Card.

"Authorized User" means any person designated by one or more Official Signers on the Business Account Signature Card and Resolution Agreement as having been designated as a signer on the Business Account(s) with respect hereto, as the said documents may be amended from time to time.

"You" and **"yours"** shall refer to each person signing a Signature Card(s) and the Business Account Signature Card and Resolution Agreement.

"Credit Union", **"we"**, **"us"**, and **"our"** mean Achieva Credit Union.

"Depositor" means any person making a transaction related to your Account.

"Deposit Account" means any Account which is primarily a purchase of shares in the Credit Union and not a source of credit.

"Account" means all Accounts and services provided by the Credit Union.

"Agreement" means this Universal Account Agreement, all Signature Cards, the Rates Sheet, the Schedule of Fees, and all other disclosures, as amended from time to time.

"ATM" means Automated Teller Machine.

"Signature Card" means the Account card(s) you sign to establish Accounts with us.

"Rates Sheet" means the Credit Union current rates schedule.

"Schedule of Fees" means the Credit Union schedule of products and service fees.

"Statement" means a periodic statement of your account(s)' balance and transactions (including fees, dividends and interests as applicable) within a specific cycle.

"Debit Card" or **"Card"** means the Credit Union's Debit MasterCard®, any duplicates or renewals.

"PIN" means the personal identification number given or chosen by you, permitting access to Cards, MoneyLine service, Online Banking service, or Bill Pay service.

"MoneyLine" means the Credit Union's telephone/audio response system.

"Online Banking" means the Credit Union's online website.

"Bill Pay" means the Credit Union's service to pay your bills online.

"Item" or **"Items"** mean checks, drafts, in person withdrawals, ATM withdrawals or other types of electronic debits, as applicable.

"Overdraft Protected Account" means any Deposit Account with an approved overdraft source from a line of credit or another Deposit Account.

"POS" means point-of-sale transactions you conduct with a merchant for purchases or services with your Credit and/or Debit Card.

Agreement – By signing the Signature Card, you hereby make application for membership in the Achieva Credit Union, agree to conform to its bylaws and amendments thereof, copies of which are available to you, and to subscribe for at least one share, the value of which shall be determined from time to time by the Credit Union's Board of Directors. You agree that the Agreement set forth herein contains the various types of accounts and

services offered and shall govern your use of such accounts and services. This Agreement amends, replaces and supersedes any prior agreements. Each account is subject to such other items, conditions, rules, and requirements as the Credit Union's Board of Directors may establish from time to time. Changes will be effective on the date that the Board specifies or as otherwise required by law. The Business represents and agrees that this Agreement and all Accounts of the Business are established and shall be used solely for commercial, corporate, agricultural or other business investment or venture purposes, and are not established and shall not be used for personal, family or household purposes.

Changes to the Agreement – We may amend the terms of this Agreement from time to time, including but not limited to, rules, products and procedures. We will notify you of such changes if required by law. The changes will be effective on the date specified or as otherwise required by law. You may not modify this Agreement without prior written approval from us. No representation or statement made by any employee of ours shall be binding upon us unless it is made in writing and signed by an authorized officer. Each Account is subject to such other items, conditions, rules, and requirements as the Credit Union's Board of Directors may establish from time to time and changes thereto will be effective on the date that the Board specifies or as otherwise required by law.

Membership – To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain one share ("the membership share") as required by the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request. You agree in advance that we may monitor your credit history and other information. If all account owners have not yet signed the Signature Card or some other account opening requirement, including completion of the member due diligence information, has not been satisfied within a reasonable time as determined by the Credit Union, you agree that we may treat this as a temporary account and close, restrict or prohibit future use until you comply with all account opening requirements. You may withdraw shares only by using the methods that have been approved by us, provided that our failure to enforce this provision in any instance shall not be a waiver of our right to enforce it in the future. If you reduce your balance below the par value of one share, you will be terminated from membership according to our rules and bylaws.

Governing Law – This Agreement is governed by the bylaws of the Credit Union federal law and Florida law and regulations and clearinghouse rules as amended from time to time.

Backup Withholding and Taxpayer Identification Number (TIN) – Federal law requires that you provide us with your Taxpayer Identification Number (TIN). For most individuals, your TIN is your social security number. For businesses, this will usually be your Employer Identification Number. This number will be used when reporting the dividends you earn on your Account(s) to the Internal Revenue Service (IRS). You understand that failure to provide this number will subject dividends and certain other payments paid to you under certain circumstances to backup withholding. Falsification of your TIN is a violation of federal law. If you have provided us with your TIN, you will not be subjected to backup withholding unless: (1) The IRS notifies us that your TIN is incorrect; (2) You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and/or dividends on your tax return; (3) You failed to certify to us that you are not subject to backup withholding on your Membership Application; or (4) You failed to certify your TIN on the Membership Application.

OWNERSHIP

Business Accounts – Business Accounts are those established by any partnership, corporation, limited liability company, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; all governmental units; and any individual who intends to use the Account as a sole proprietor for any trade or business. The classification and form of ownership of a Business Account are as designated on the Signature Card. The business and each person who signs the Signature Card, any resolution or any other separate written authorization concerning an Account, represents to and agrees with the Credit Union that (a) the business has taken all actions necessary to open and maintain the Account, (b) all resolutions or other authorizations given to the Credit Union by or on behalf of the business are true, accurate and complete in all respects, (c) all assumed or fictitious names used by the business have been duly registered or filed with the applicable governmental authorities, and (d) each person whose name is written or printed on the Signature Card, any resolution or any other separate written authorization concerning the Account has complete authority to bind the business in all transactions involving the Account. The business agrees to notify the Credit Union promptly in writing of any change in its form or jurisdiction of organization or ownership or in the authority of any person with respect to the Account or any transactions relating to it. The Business agrees further that any Officer Signer and/or Authorized User has authority to act on behalf of the Business until (i) notice of any revocation, change or amendment is received by the Credit Union, and (ii) the Credit Union shall have acknowledged to the Business in writing that it has received a revocation, change or amendment. The Credit Union reserves the right to require a partnership, corporation or other legal entity to give separate written authorization telling us who is authorized to act on its behalf.

Beneficial Ownership Certification of Legal Entities – All financial institutions are required to collect and verify the identities of certain individuals who own or control legal entities, including corporations, limited liability companies ("LLCs"), partnerships, and other legal entities. Individuals who own or control legal entity customers are considered "beneficial owners" of that entity. When you open a Business Account or change an existing Business Account, we will require identification on beneficial owners and controlling individuals. You agree that we have the right to verify the information you give us with external sources for validation and to retain an image of such documents. If your mailing address is a post office box, you must also provide us with your physical address. Beneficial owners are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership.

Checks Payable to a Business – We require that checks payable to a business may not be cashed, but must be deposited to a Business Account. We will not be liable for any breach of fiduciary duties arising from a transaction by any authorized agent of the Account owner(s), unless we have actual written notice of any wrongdoing of such agent.

Cash Back on Business Deposits – Only Sole Proprietorship Business Accounts may be allowed to receive a portion of their business deposit back as cash depending on the type of item being deposited, the length of time the Account has been held with us, and the history of the Account activity. You will be required to sign for the cash received in the presence of the Credit Union employee processing the transaction, and you may be required to produce acceptable identification. You may be asked to deposit an item to your Account instead of being allowed to cash the item. Funds from a deposited item may not be immediately available. We may also require an item to be sent for collection before crediting your Account or we may refuse to accept the item.

ACCOUNTS IN GENERAL

Savings (Share) Accounts – This Account is established when application for membership is accepted. The purchase of one share is required to open this Account. Only Official Signers for the Account have voting privileges and the Business is entitled to only one vote. Please refer to the Rates Sheet and Business Schedule of Fees to determine applicable fees and minimum balance requirements for these Accounts.

Sub-Accounts – All sub-Accounts opened under the primary Savings (Share) Account, and including Certificates of Deposit, will be titled under the same Business name.

Checking (Share Draft) Accounts – We offer different types of Checking Accounts. The fees charged on these Account types vary. Please refer to the current Schedule of Fees to determine fees, minimum balance requirements, and monthly service charges.

Payment of Items – We are under no obligation to pay any Item that contains a suspected forgery or alteration and, in such an event, we will incur no liability for any action regarding the nonpayment of any Item. You agree that in no event will the Credit Union be liable for damages for the dishonor of any Item as long as we act in good faith and exercise ordinary care, regardless of whether you have a balance in your Account sufficient to pay any Item that we fail to pay. The Credit Union will not be liable for any loss resulting from any reasonable delay in sending notice to you that the Item has been returned uncollected or if we pay an Item containing an alteration or a forged or unauthorized signature including, but not limited to, forgery or alteration resulting from the unauthorized use of a facsimile signature stamp or machine. You agree that we are not required to examine any Item before paying the Item.

Statement – The Credit Union will make available to you monthly periodic statements that will show balances and transactions (including fees, dividends and interest as applicable) of your account(s). Statements are available to you electronically at no cost once you register and activate our e-Statement service. Statements are also available by the U.S. postal service for a fee. Please refer to our current Schedule of Fees for the cost of receiving your statements by mail.

Problem on Statement – You agree that each statement is sufficient to allow you to reasonably identify transaction Items without indicating the payee of any Item. You have a duty to examine each statement and discover any Items containing unauthorized signatures or alterations. If you discover any Items on the statement that differ from your records, you must promptly notify the Credit Union. Failure to notify the Credit Union within a reasonable time frame, not to exceed 30 days, after each statement is made available will prevent you from recovering on the Item.

Statement Items and Retention – You understand that your original items will not be returned to you. You are responsible for examining each statement and reporting any error or inaccuracy to the Credit Union. If you wish to receive a copy of any paid Item charged to this Account, we will provide it for you and you agree that we may charge for such service. You also agree that the availability of obtaining a copy of a paid Item, upon request made to the Credit Union, constitutes a reasonable manner in which the Credit Union may make available paid Items. We may charge your Account for this service in accordance with the Business Schedule of Fees established by our Board of Directors. You agree that the

Credit Union's retention of Items does not alter or waive your responsibility to examine your statements or alter the time limits for notifying the Credit Union of any forgery, alternation, errors or objections.

Stale-Dated Items – A stale-dated check is a check bearing a date of at least six months in the past. We have the right to pay or return a stale-dated check you have written. If you do not wish for a stale-dated check to be paid from your Account, you must place a stop payment on the item.

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

Certificate of Deposit Accounts – Nothing contained in this Agreement shall be construed so as to make the Certificate Account a demand deposit, and we reserve the right to require at least seven days written notice of an intention to withdraw any funds represented by a Certificate. This notice time may be increased according to our bylaws or under applicable laws. You will receive a receipt for the funds deposited in the Certificate Account you establish with us. The receipt is merely evidence of your Certificate Account with us and is nonnegotiable and nontransferable. Certificate Accounts may not be pledged, transferred or assigned to any party other than this Credit Union.

Money Market Accounts – You shall be permitted to establish a Money Market Account according to the terms of this section and other applicable provisions contained in this Agreement or by policy established by the Credit Union. You authorize us to honor your withdrawals and transfer requests against the funds in your Money Market Account. You agree that all provisions relating to your Checking Account as stated herein, shall apply to your Money Market Account, in addition to these rules. Please refer to the Rates Sheet and Business Schedule of Fees to determine applicable fees and minimum balance requirements for these Accounts.

Overdrafts – Although we are under no obligation to pay any Item that exceeds the fully paid and collected balance in the Account, we may, at our option, pay such Item even though it may cause an overdraft in the Account. By covering one or more overdrafts, we do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we decide to pay an item that overdraws your Account, you agree to immediately pay the overdraft amount plus a fee as disclosed in the Business Schedule of Fees. In the event there is a negative balance, each Official Signer and Authorized User on the Account and each Account owner are jointly and severally liable for the negative balance, any fees incurred, and interest thereon. The Credit Union may charge the amount of the negative balance against any other Account from which any of you, jointly or individually, are entitled to withdraw money, amounts or establish a credit advance pursuant to any credit agreement between you and the Credit Union.

Payment Order of Items to Your Account – We are permitted to pay items on your Account in the order of our choice. Achieva has a policy to pay items, whether credits or debits, in the order they are received by us and regardless of the amount. When you perform transactions with your Debit Card, the funds are immediately withheld from the Available Balance of your Account even if the debits have not yet been processed through your Account. Such holds may last for up to five (5) business days or until the actual debits are received by us for processing. This may impair the payment of other debit items you have made. To avoid unnecessary fees or returned items, it is important to ensure that sufficient funds are readily available in your Account before making debit transactions.

Negative Balance – If your account balance remains negative, you agree that an Extended Negative Balance Fee as disclosed in our Schedule of Fees will be charged to the account on the 5th calendar day of the negative balance and every 5th calendar day thereafter until the balance is repaid in full. Each Official Signer and Authorized User on the Account and each Account owner are jointly and severally liable for the negative balance, any fees incurred, and interest thereon. The Credit Union may charge the amount of the negative balance against any other Account from which any of you, jointly or individually, are entitled to withdraw money, amounts or establish a credit advance pursuant to any credit agreement between you and the Credit Union.

Stop Payments – You must request in writing that we stop payment on any Item. Unless renewed, a written stop payment will expire after six (6) months. Your stop-payment order must be received at such time and in such manner as to afford us a reasonable opportunity to act on it prior to any other action being taken on the draft. You agree that in order for us to have a reasonable opportunity to act, we must receive your stop payment request at least two (2) business days before the draft is received by us for posting to your account. The term "business day" does not include any Saturday, Sunday, or federal holiday, even though our office may be open. We may charge you a fee for each stop-payment order you give. We, in our sole and complete discretion, may honor oral requests for stop payments. The Credit Union reserves the right to refuse to honor any requests to stop payment. You agree that unless you give the correct Account number, Item amount and Item number the Credit Union assumes no responsibility for stopping payment. If the Credit Union credits

your Account after paying an Item over a valid and timely stop payment order, you agree to assist the Credit Union if it takes legal action upon the Item. You agree to hold harmless and indemnify the Credit Union against all claims, costs, attorney's fees, damages, and other expenses or losses that may be incurred by the Credit Union, its employees, or agents on account of a stop payment order. You do not have the right to stop payment on a cashier's, teller's check, certified funds, or any Item issued by the Credit Union.

Official Signers – The Business agrees that any Official Signer is allowed to perform any transaction on behalf of the Business with respect to any Account established by the Business, including but not limited to, applying and closing Deposit Accounts, opening and closing Accounts, requesting and managing loan Accounts, depositing funds and withdrawing funds by and available means, and transacting any business of any nature with the Credit Union.

Each Official Signer is hereby authorized on behalf of the Business and in its name to endorse for deposit with the Credit Union, whether in demand or time accounts, or for negotiation or collection, any and all checks, drafts, notes, certificates of deposit or other instruments or orders for the payment of money payable to the Business, which endorsement may be in writing, by stamp, or otherwise, with or without designation or signature of the person so endorsing, it being understood that on all such items all prior endorsements are guaranteed by the Business, irrespective of the lack of an express guarantee in the endorsement of the Business.

The Business approves and ratifies any and all acts committed by any Official Signer with regard to any and all accounts established by the Business. The Business also authorizes the Credit Union to pay drafts, checks, notes, orders or withdrawals or to receive the same for credit or in payment for the payee or any other legal holder when so signed, without inquiry as to the circumstances of the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of an Official signer. You agree that any action by any Official Signer shall constitute action by you.

Authorized Users – The Business agrees that any designated Authorized Users shall be made on the Business Account Signature Card and Resolution Agreement and may be made by any Official Signer. The Credit Union is hereby authorized and directed to honor the designation of Authorized Users for any transaction of the Business on any Account established by the Business, including but not limited to, depositing funds and withdrawing funds by any available means by which funds are withdrawn from the Credit Union, issuing stop payments, endorsing all drafts, certificates, checks or any paper or other instruments and transacting any business with the Credit Union.

Each Authorized User is hereby authorized on behalf of the Business and in its name to endorse for deposit with the Credit Union, whether in demand or time accounts, or for negotiation or collection, any and all checks, drafts, notes, certificates of deposit or other instruments or orders for the payment of money payable to the Business, which endorsement may be in writing, by stamp, or otherwise, with or without designation or signature of the person so endorsing, it being understood that on all such items all prior endorsements are guaranteed by the Business, irrespective of the lack of an express guarantee in the endorsement of the Business.

The Business approves and ratifies any and all acts committed by any Authorized User with regard to any and all accounts established by the Business. The Business also authorizes the Credit Union to pay drafts, checks, notes, orders or withdrawals or to receive the same for credit or in payment for the payee or any other legal holder when so signed, without inquiry as to the circumstances of the disposition of their proceeds, whether drawn to the individual order or tendered in payment of individual obligations of an Authorized User. You agree that any action by any Authorized User shall constitute action by you.

DEPOSITS IN GENERAL

Funds mailed to the Credit Union are deposited when received. Funds deposited in ATMs and night deposit boxes (hereinafter "non-staffed depositories") are considered received when removed from the depository and processed pursuant to the Credit Union's procedures. If you make a deposit in person on a business day that we are open, we will usually consider that day to be the day of your deposit. We may provisionally credit your Account for the amount declared on the deposit slip, subject to later verification by us. **ALL deposits are conditional upon further verification.** You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your Account. We report adjustments on your Account statement. All deposits of non-cash items credited to this Account will be credited conditionally, subject to final payment, and such items may be charged back from any Account in which you have an ownership interest or the right to withdraw, at any time until the proceeds thereof in money (U.S. Dollars) have been actually received by us. If any Item deposited in an Account is returned unpaid, you are jointly and severally liable to the Credit Union for the amount of the returned Item and any charges, regardless of who deposited the Item or benefited from the transaction. We shall not be obligated to notify you that an Item has been dishonored or not otherwise collected. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor any extra time beyond any midnight deadline. The Credit Union will only be responsible for recognizing the identification

of the drawer and financial institution on an Item deposited in the Account, and the amount of the Item. We will not be responsible for recognizing any conditions of payment contained on an Item deposited to or drawn on an Account, including, but not limited to, restrictive endorsements or postdated Items. If you make a deposit, transfer, or payment at a nonstaffed depository, you agree that the correct amount in the event of discrepancy between a written receipt or deposit slip will be the amount that we found in the bag, envelope or disposable plastic bag used to make the transaction.

Deposit of Remotely Created Checks – A remotely created check is a check created by someone other than the person on whose Account the check is drawn, and is typically created when the owner of a Checking Account, either over the phone or online, authorizes a telemarketer or billing company to draw a check made payable to the telemarketer or billing company on the owner's Account, without the owner actually signing the check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you are in the business of depositing remotely created checks based on the authorization of others, you must obtain the Credit Union's prior express written consent to deposit those checks in your Account.

Night Depository Deposits – Night depository service is provided as a convenience for you. Achieva Credit Union is not an insurer of, nor is it required to maintain insurance on, the night depository or its contents. The night depository is to be used only for the deposit therein of cash and checks, drafts or other items intended for deposit to your Account. A deposit slip must be included. You expressly agree to accept as final and conclusive the record of the Credit Union as to what property was in the bag when opened and the count of the Credit Union shall be final and binding. Furthermore, the records of the Credit Union indicating receipt or non-receipt of a bag in the night depository shall also be binding. Deposits made at the night depository must be placed in disposable plastic tamper proof bags available for purchase from us. A fee will apply per each bag deposited. Please refer to our Schedule of Fees for the current fees. The Credit Union may refrain from opening any bag showing signs of tampering or otherwise appearing suspicious in any regard, until you and/or the appropriate authorities are present. The Credit Union reserves the right to terminate the privilege of night depository services at any time and for any reason.

Direct Deposits – We may offer direct deposit options allowing you to pre-authorize deposits or transfers from your Accounts with us but you may not authorize third parties to make ACH deposits or withdrawals unless you have been given the Credit Union's consent and have executed an ACH Service Agreement. If the Credit Union deposits any amount in your Account(s) which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of the Credit Union's liability to the Federal Government from any Account from which you have the right to withdraw. If you wish to cancel a direct deposit or preauthorized transfer, you must notify us at least 30 days prior to the next scheduled date of such transaction. If we deposit any amount in your Account by mistake, you authorize us to deduct the amount from your Account at any time without prior notice. Fees – A list of the fees and other charges that may be applicable to your electronic fund transfers is disclosed on our current Business Schedule of Fees.

Endorsements – Each of you appoints any Official Signer and/or Authorized User as your attorney-in-fact for any purpose including the power to deposit funds and for that purpose to endorse any Item payable to any Account owner. You authorize the Credit Union to supply any endorsement for you on any Item or other instrument tendered for your accounts. We are relieved of any liability in connection with collection of such Items that are handled by us without negligence, and we shall not be liable for acts of our agents, subagents or others, or for any casualty. You agree to indemnify us from any loss due to an endorsement or other writing placed on an Item in an incorrect manner under the Federal Reserve's Regulation. You are responsible to provide the endorsement on all non-cash items you deposit. If your endorsement is missing, you authorize the Credit Union to supply any endorsement for you on any Item or other instrument tendered for your Accounts. We do not assume a duty to enforce multiple signature requirements that you may agree upon among yourselves. If you indicate on your checks that more than one signature is required for withdrawal, this indication is for your own internal procedures and is not binding on us. We may disregard any instructions to permit withdrawals only upon more than one signature with respect to checks, electronic fund transfers or other debit/withdrawal requests. We may pay out funds from your Account if the check, item, or other withdrawal or transfer instruction is signed or approved by any one of the persons authorized to sign on the Account.

Electronic Storage of Documentation and Electronic Signatures – You agree that it is unnecessary for the Credit Union to retain the original of any document. You agree that the electronically stored image of any document is the original of that document, and that any document provided to you is a copy of that document. **Electronic Signatures:** You agree that no pen-upon-paper signature is necessary to authenticate your agreement with any document which is retained by the Credit Union, but that the Credit Union may rely upon an electronic version of the signature of any owner or Authorized Person. You agree that the Credit Union may obtain the signature of any owner or Authorized Person by the use of an electronic device upon which an owner or Authorized person inscribes such person's signature or by the use of a Personal Identification Number (PIN) which may be recorded and stored with or upon the electronically stored image of any document relevant to this Agreement.

Inactive/Dormant Accounts – An Account will be considered inactive when there has been no activity other than dividend postings during the past twelve months. It will become dormant after twenty four (24) months of such inactivity, You agree that once your Account becomes inactive after 12 months of non-activity, an Inactive Account fee will be charged for continuing to process your Inactive/Dormant Account as set forth in our Schedule of Fees. You authorize us to transfer funds from another Account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the Account funds to an Account payable and to suspend any further Account statements. If a deposit or withdrawal has not been made on the Account and we have no other sufficient contact with you within the period specified by state law, the Account will be treated as abandoned. Funds in abandoned Accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency. Inactive/Dormant Accounts with a zero or negative balance may be closed at the option of the Credit Union.

Closing an Account – Before you can close an Account, you must cancel all direct deposits and any other automatic deposits. You must also stop payment of any automatic payments from your Account. If we agree to close your Account, you agree to indemnify and hold us harmless for the amount of any loss resulting from closing your Account. If you close your account within 180 calendar days of opening, you agree to pay an Early Account Closure Fee as set forth in our Schedule of Fees. The Credit Union may close your Account(s) without prior notice due to overdrafts which the Credit Union in its sole discretion considers excessive, for misuse of the Account, for the committing of any fraudulent act, or for other good reason so determined by the Credit Union in its sole discretion.

Termination of Account – At our sole discretion, the Credit Union may terminate, limit, restrict or change the terms of your Account(s) or services (including access to Online and mobile banking) at any time without notice to you or may close your Account or ask you to apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a suspected forgery or fraud reported or committed involving your Account; (3) there is a dispute as to the ownership of the funds in the Account; (4) Cards or checks are lost or stolen; (5) there are excessive overdrafts; (6) there are misrepresentations and/or abuse on your part; (7) we reasonably deem it necessary to prevent a loss; (8) your Account is not in good standing, e.g., you are delinquent on a loan or your account balance remains negative; (9) you demonstrate abusive or harassing behavior to staff, members or other invitees; and (10) your failure to fulfill account opening requirements including providing information about expected Account usage within a reasonable time and/or your Account usage or activity is not consistent with the intended purpose of the Account. You may terminate the Account at any time by notifying the Credit Union in writing. The Credit Union reserves the right to require the consent of all owners of a multiple owners Account for termination. As long as we act in a manner consistent with good faith and the exercise of ordinary care, we may refuse to honor a request to close an Account. The Credit Union is not responsible for payment of any Checking Account withdrawals, or other Items after your Account is terminated; however, if the Credit Union pays an Item after termination, you agree to reimburse the Credit Union for the payment of this Item. We have the right to terminate any Account and to terminate all of our liability hereunder by mailing a check or draft for the balance of this Account to the address we have on file for any Account owner. In the event of a dispute over the ownership of the Account, you authorize us to file legal action, including an inter pleader involving the funds in a court of competent jurisdiction for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the legal action, including attorneys' fees, from the Account funds and to file the remaining sum with the court. If the Credit Union is forced to institute suit against you as a result of a breach of this Agreement or as a result of an overdraft, you agree to pay reasonable attorneys' fees plus other costs involved in enforcing the Agreement.

Termination of Membership – You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union. You may voluntarily terminate your membership at the Credit Union after giving notice of your intent to withdraw from membership and withdrawing all funds on deposit as legally required of the Credit Union.

Death of a Sole Proprietorship Owner – The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the Account until the Credit Union is notified in writing of the owner's death. Once the Credit Union is notified of an Account owner's death, the Credit Union may pay Items or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the Account to stop payment of all remaining outstanding Items on the Account. You agree the Credit Union can require that anyone who claims funds in your Account after your death to indemnify the Credit Union for any losses actually or potentially resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of the Account owner.

Set-Off/Statutory Lien/Security Interest – You agree to and grant as security for all obligations you have with us, except obligations secured by your principal residence, any or all of the funds in any Account, now or in the future, in which you have an ownership interest or the right to withdraw funds without regard to any statutory presumption

regarding ownership, without the requirement that the debt be owed by such Account Owner, and regardless of who contributed the funds to the Account. To the extent you owe the Credit Union money as a borrower, guarantor, and endorser or otherwise, the Credit Union has a statutory lien, and by this document a consensual lien, on any or all of the funds in any account, now or in the future, in which you have an ownership interest or the right to withdraw funds without regard to any statutory presumption regarding ownership, without the requirement that the debt be owed by such Account Owner, and regardless of who contributed the funds to the Account. The Credit Union may enforce this lien, by freezing Account funds, without any further notice and prior or subsequent to a default, even if an overdraft, dishonor, or interest penalty results. You may not withdraw shares that are security on loans without written approval of a Credit Union Loan Officer, except to the extent that such shares exceed what you owe to us or which you are contingently liable to us. All Accounts are not assignable and nontransferable to third parties, unless otherwise agreed to by us in writing. In the event of a default, we may apply the balance said funds to any obligation you have with us.

Communication – Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement. All written and oral communication will be in English. If any non-English documents are presented to you or if any conversations are had with you in a language other than English, it is as a courtesy and does not obligate the Credit Union to present any future document or conduct future business with you in any language other than English except as otherwise required by law. You consent that by providing your phone number and/or initiating a transaction, we may monitor and/or record any telephone conversation with you for any reason. You agree that the Credit Union is not required to remind you before each telephone call that the conversation is subject to monitoring and/or recording in accordance with applicable law. By signing your Signature Card, opening, maintaining or using any Account or service with the Credit Union, you authorize us to contact you via email, text or phone, including mobile phone, at any number or email address that you have provided or that otherwise reaches you, for any purpose, including but not limited to service, marketing or debt collection. 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, voicemail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device automatic telephone dialing system.

Address and Notices – Unless otherwise specified in this Agreement, you agree to promptly notify the Credit Union upon a change of physical address, e-mail address, or name in a form acceptable to the Credit Union. Indicating a change of address on a check reorder form is not considered notice of a change of address. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require any changes to be in writing. If we are unable to locate you due to incorrect addresses or name, we may impose a fee for attempts to locate you. If we are unable to locate you, you agree that a bad address processing fee as set forth in our Schedule of Fees will be imposed on a monthly basis until your correct address is received. If any statement, voucher, notice, or other mail is returned to the Credit Union as "Undeliverable" by the U.S. Mail, you authorize us to destroy it. Failure to notify the Credit Union of any change in address is a default under the terms of this Agreement.

Notices – Any written notice you give us is effective when it is actually received by us. Any written notice we give to you is effective when it is made available electronically or when deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one Account Owner is considered notice to all Owners of the Account.

Check Orders – The Credit Union is not obligated to honor checks printed by other printing companies than the check company authorized by the Credit Union if the items do not conform to our printing standards. The Credit Union may not be able to read Items printed by others. You authorize the Credit Union to debit your Account for the cost of checks ordered with our authorized printer.

Miscellaneous Provisions – We reserve the right, at any time and at our complete discretion, to require you to give, in writing, no more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by you. You agree that we shall not be responsible for any delay in performance hereunder resulting from events beyond our control including, but not limited to, computer, transportation, communication or equipment failure, delays caused by another party, fire, flood, or other acts of God, war, or nature. If we have to institute suit against you as a result of a breach by you in this Agreement or as a result of an overdraft, you agree to pay our costs of collecting the debt, including, but not limited to reasonable attorney's fees and court costs. You agree to hold harmless and indemnify the Credit Union, its employees, and agents from and against any and all loss, claim, or damages, including reasonable attorney's fees, that we may incur on your behalf, except as may be attributable to the Credit Union's lack of good faith or failure to exercise ordinary care. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

We may require Account changes requested by you, such as adding or closing an Account or service, to be in writing and signed and the same must be evidenced as accepted by us at our discretion. In the event of a dispute over ownership or control of the Account, you authorize us to file legal action, including an interpleader, involving the funds into a court of competent jurisdiction for a determination of ownership. You authorize us to deduct our costs and expenses involved in filing the legal action, including attorney's fees, from the Account funds and to file the remaining sum with the court.

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

Fair and Accurate Transactions Act – Negative Account Information Notice – Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement. After providing this notice, additional negative information may be submitted without providing another notice. We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Unlawful Internet Gambling Enforcement Act (UIGEA) Notice – This notice is to inform you that transactions that are restricted under the Unlawful Internet Gambling Enforcement Act (UIGEA) are prohibited and should not be processed through your account at the Credit Union knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made." The Credit Union understands that online state lotteries, horse racing and fantasy football are not considered illegal under the statute. We have the right to refuse a transaction which we reasonably believe involve internet gambling or illegal activity.

FUNDS AVAILABILITY DISCLOSURE

This disclosure describes your ability to withdraw funds at Achieva Credit Union. It only applies to the availability of funds in "transaction accounts" subject to Regulation CC. Generally, transaction accounts are accounts that do not limit the number or types of withdrawals or transfers that may be made from the account such as Checking Accounts. The Credit Union reserves the right to delay the availability of funds deposited to Accounts not governed by Regulation CC for periods longer than disclosed in this policy.

General Policy – Generally, when you make your deposit in person, our policy is to make funds from your deposits available to you on the same business day that we receive your deposit, when possible. To determine when your funds are available, every day we are open for business, except for Saturday, Sunday or a federal holiday, is considered a business day. If you make a deposit in person before we close 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 on a day we are not open, we will consider the deposit made on the next business day we are open. Availability does not guarantee ultimate collection of non-cash funds. Any dishonored check or instrument will be charged back against any of your Savings, Checking, or Money Market Accounts. U.S. Treasury Checks payable to you, wire transfers, including pre-authorized direct deposits of Government benefits, and payrolls, and Items drawn on the Credit Union will be available on the first business day after the deposit. Deposits made in person to one of our employees, cash and funds from Federal Reserve Bank Checks, Federal Home Loan checks, U.S. Postal money orders, state and local government checks, cashier's, certified and teller's checks will be available on the first business day after the day of your deposit if they are payable to you. If you do not make your deposit in person to one of our employees (for example, if you make your deposit at an ATM, night depository facility, or any other type of container made available for deposit purposes), funds from

that deposit will be delayed an additional business day. Funds from any deposits (cash or checks) made at an ATM we do not own or operate may not be available until the fifth (5th) business day after the day of your deposit. Funds from deposits made at ATMs that we own or operate will be available on the second (2nd) business day after the day of your deposit. All ATMs owned by us are identified with our name.

Right of Hold – In some cases, we may not make all of the funds that you deposit by check(s) available to you on the day of your deposit. If we delay the funds, we will make the first $225 of your deposit available to you no later than the first business day after the day we received your deposit. The remainder will be available on the second business day after the day we received your deposit. For example, if you deposit a $700 check in person to one of our employees on Monday, $225 of the deposit is available at the latest on Tuesday. The remaining $475 is available on Wednesday. You will be notified if we place a hold on item(s) you deposited. If your account at the Credit Union has sufficient funds in its balance to cover the amount of the check(s) we intended to hold, we may give you immediate availability on the check(s) if you intend to cash them but we will delay availability for a corresponding amount from the existing funds in your account.

Longer Delay – Funds you deposit by check may be delayed for up to the seventh (7) business day after the day we received your deposit under the following circumstances: We believe a check you deposit will not be paid; (1) You deposit checks totaling more than $5,525 on any one day; (2) You deposit a check that has been returned unpaid; (3) You have overdrawn your account repeatedly in the last six months; (4) There is an emergency, such as a failure of communications or computer equipment. If we do impose such a delay, we will always notify you with the reason(s) and tell you when the funds will become available.

New Members – If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic deposits to your Account will be available on the next business day after 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, and federal, state and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to the name on the Account. The excess over $5,525 will be available on the ninth (9th) business day after the day we received your deposit. If your deposit of these checks (other than U.S. Treasury checks) 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 we receive your deposit.

Foreign Items – Items drawn on financial institutions located outside the United States are not subject to the Funds Availability Policy detailed above and are handled differently. If the item is payable in U.S. dollars, and meets our guidelines, we may accept it for deposit in your Savings account and you agree that we will not make the funds available to you for a reasonable period sufficient to ensure payment from the foreign institution. If the funds are payable in currency other than U.S. dollars, the item will be sent for payment via the collection method. Our handling fee will be payable from you at the time the item is presented for collection. Funds will be credited to your account once received by us from the foreign institution. The currency exchange rate and fees imposed by the payer foreign institution will not be known to us when you present an item for collection and may vary greatly, so you understand and agree to those conditions before presenting a foreign item for collection.

WIRE TRANSFER AGREEMENT

The following terms shall apply to all wire transfers of funds (as defined by Federal Regulation J and Article 4A of the Uniform Commercial Code as set out in the Florida Statutes) to or from any of the member's Accounts at the Credit Union. To the extent the terms contained in this Agreement are different than those in any other agreement or terms of Accounts; this Agreement shall control and be deemed to modify such other agreement or terms of accounts. The Terms of the Wire Transfer Request agreement are hereby incorporated by reference and are made part of this Agreement as if set forth in full herein.

1. If you request a funds transfer to be made or if a funds transfer is made to your Account, the Federal Reserve Board's FedWire may be used. Regulation J governs all FedWire Transfers and therefore, determines the rights and liabilities of the parties of the transfer.
2. Notice of funds transfers from a receipt of a funds transfer into your Account will be reflected on your next periodic Account statement. We are not obligated to provide you with next-day notification of transfers to your Account. You may, of course, inquire between periodic statements regarding transfers you may have received. You agree to examine the periodic statement within fourteen (14) days after we make the Account statement available to you and immediately notify us of any discrepancy or error. If you fail to notify us within fourteen (14) days after your statement is available to you, you shall discharge and relieve us from any liability for claims, demands or expenses (including attorneys' fees) in connection with such discrepancy or error.
3. All funds transfers will be made according to our security procedures. Those security procedures are intended to verify that an order is authorized and detect errors in

the transmission or content of the payment order. The security procedures involve a thorough identification of the requestor and a signed wire transfer authorization. These security procedures will also apply to any amendment or cancellation of a payment order. A payment order from the Account, verified by the security procedure is effective as your order, regardless of which Account owner authorized the order. We may give you notice of change in the security procedures. In this event, we shall have no obligation to accept any payment order from you or other authorized parties on the Account until you and the Credit Union agree in writing to an alternate security procedure. For the most current security procedures, please refer to the terms of the agreement contained within the Wire Transfer Request.

4. If the beneficiary of a funds transfer is identified by name and an identifying number or account number, payments made to the beneficiary may be made on the basis of that identifying or account number even if the number identifies a person different from the named beneficiary. We will not be responsible for the amount of the transfer paid by means of a designated identification number or account number even if it goes to the wrong beneficiary.
5. If a payment order identifies an intermediary or beneficiary's financial institution only by an identifying number or account number, we may rely on that number as being the proper identification of the intermediary or beneficiary's financial institution. If a payment order identifies an intermediary party or beneficiary's financial institution by both name and an identifying number, and the name and number identify different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identification of the intermediary party or beneficiary's financial institution. You agree to indemnify us for any loss or expense that results from our reliance on an incorrect identifying number or account number.
6. We are authorized to take the amount of such loss or expense from any Account in which you have an ownership interest or the right to withdraw. Any rate of interest that we may be obligated to pay as a penalty under Regulation J or Article 4A shall be equal to the dividend rate paid on the account from which the funds transfer should have occurred or to which the proceeds of the funds transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. You agree that under no circumstance will we be liable for any indirect, incidental, consequential, remote or special losses or damages, including attorneys' fees and costs.
7. We may establish or change the cut-off time for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless you are notified of other times or other times are posted for various types of funds transfers, the cut-off time may be as early as 1:00 p.m. EST on each weekday which is not a holiday. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the following business day we are open and processed accordingly. Additionally, the cut-off time may be extended without notice to you if an intermediary or beneficiary institution is closed.
8. We are under no obligation to accept a cancellation or amendment to the funds transfer order received from you but may do so at our option. We may, at our option, choose not to carry out your funds transfer order, including cancellation or amendment of an order, that is not in accordance with the terms of this agreement, or if the transfer is prohibited by a court order garnishment, tax levy or the like, or we reasonably believe such transfer would result in a loss to us. We are not obligated to give you notice of such action, but notice may be given in your next periodic statement or as otherwise required by law.
9. Requests for funds transfers must be made in accordance with the rules and procedures that we have in place at the time of the request. We may charge you a fee for the transfer or other related services according to our Schedule of Fees at the time of the funds transfer order.

ELECTRONIC FUNDS TRANSFERS

Electronic Funds Transfers (EFTs) – The following terms and conditions will govern all electronic fund transfers (EFTs) initiated by you or anyone else you have given access to your Accounts, whether by ATMs, Automated Clearing House (ACH) networks, Online Banking and Bill Pay services, or by any other electronic means. These disclosures do not pertain to wire transfers covered by Section 4A of the Uniform Commercial Code. You agree to be responsible for all unauthorized EFTs made from your Accounts.

Access Device – By signing the Signature Card, you authorize us to issue to you an access device capable of allowing you access to your Account(s) by electronic means. You agree that any Debit Card issued to you remains our property and may not be transferred or assigned to anyone. Upon our request, you agree to return your Debit Card to us. Everyone who receives, signs, or uses a Debit Card issued under this Agreement must be a party to this Agreement. We may terminate access to EFTs or cancel your access device at any time without notification as applicable by law and the device may not be used after we cancel it or after it has expired. If we do cancel, you agree to return your Card to: Achieva Credit Union, P.O. Box 1500, Dunedin, Florida 34697. Access to EFTs may be terminated by you by giving

a written notice to us and returning the Card to us. Termination of the access device shall not affect the liability you incurred prior to termination. You must keep your Account open to support the payment of any outstanding EFT transactions you made prior to termination.

Inactivity Fee – if there is no activity with your Debit Card for a period of twelve (12) months you may be charged a monthly Inactive Debit Card fee as set forth in our Schedule of Fees. To avoid such fee, you should contact us to terminate the card prior to the twelve (12) months inactivity deadline. You agree to pay the fees shown on our current Business Schedule of Fees and any future charges that may be approved by our Board of Directors for the use of EFTs. You authorize us to take any such fees from any Account in which you have an ownership interest or right to withdraw.

Reliability – We believe that the various means of accessing EFTs will prove to be reliable; however, certain means may not operate properly at all times. We, therefore, will not promise that our systems will always be available for your use. You promise not to attempt to make a transfer when a system tells you or another circumstance give you a reason to believe that the system is closed or not operating properly due to a technical or mechanical problem and is unable to make the transfer you requested. You agree that if we notice your Accounts being used in a way that is not consistent with your regular use, we may try to contact you to verify that the access device to the EFT is not being used by an unauthorized user. If we do not reach you, we may, in order to attempt avoidance against possible losses, choose to invalidate your access device the next time it is used. If we do, in fact, invalidate your access device, it may be revalidated. Contact us for the particulars involved in revalidating the device. However, you understand that we have no obligation to keep up with how the Account is usually used or to notify you if we notice unusual activity.

Liability – You will be liable for any authorized and unauthorized use of your Access Device and/or Card. If you authorize someone to use your Access Device and/or Card for any purpose at any time, then any use of the Access Device and/or Card by that person at any time thereafter is not unauthorized even if it exceeds the authority given. You agree that use by any employee or agent of yours is an authorized use.

Personal Identification Number (PIN) – To initiate transactions via a Debit Card, Online Banking, Bill Pay, and MoneyLine services, you must have a personal identification number (PIN). You agree not to tell your PIN to anyone, not to write the PIN on your Card or do anything else that would cause the Card or PIN to fall into the wrong hands. You agree also to tell us if you believe the Card or PIN has been stolen or lost. The fastest way to notify us is by calling our Member Service Center at 727.431.7680, 941.907.4000, 239.471.3560 or non-local 800.593.2274 Monday through Friday from 8:00 AM to 5:30 PM or 800.472.3272, 7 days a week, 24 hours a day. Time is subject to change without notice.

Transactions at an ATM – You agree that we are not responsible for providing security guards or other security measures at various ATM terminals unless required by applicable law. If you make a transfer, deposit or payment at an ATM terminal, you agree that the correct amount, in the event of a discrepancy with a written receipt or a deposit slip, will be the amount that we find in the envelope used to make the transaction. You agree that each transaction completed during normal Credit Union business hours will be posted immediately to your Account; transactions received after normal Credit Union business hours may be posted on our next regular business day. You further agree that all credits to your Account(s) from deposits you make are conditional until duly verified by us and that credit for non-cash Items is conditional until we can collect on the Items. If we cannot collect the amount of a non-cash Item, that amount will be deducted from your Account. You agree that the EFT system shall be used only for the type of EFTs we offer and to have access only to the Accounts that we have approved. If through some error the Card permits you to withdraw funds from an Account that you should not be allowed to use, we may charge the amount involved to an Account you are allowed to use. In addition to the terms and conditions listed above, you agree that any accompanying Electronic Funds Transfer Disclosure statement shall cover EFTs made by you. This Agreement and all transactions under this Agreement will be governed by Florida and applicable federal laws.

Your Access Device and Electronic Fund Transfers – YOU CANNOT TRANSFER MONEY INTO OR OUT OF YOUR ACCOUNT UNTIL WE HAVE ACTIVATED YOUR USE OF OUR ELECTRONIC FUND TRANSFER SYSTEM. To activate your Debit Card, after you choose your PIN at the time of issuance, you must perform a transaction such as an inquiry, withdrawal or deposit at any Achieva ATMs. After you activate the Card, you will be ready to use your Card with any merchant accepting MasterCard®. To use the MoneyLine, Online Banking, and Bill Pay services, you will need to set up a personal PIN when joining the services. You cannot use MoneyLine, Online Banking, or Bill Pay services without a PIN.

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

1. Pre-authorized credits made directly from other persons into your Account. Examples of these transactions include, but are not limited to arrangements for certain direct deposits (such as Government Benefits, Invoices, payrolls, etc.,) to be accepted into your Checking, Money Market, or Savings Account(s).

2. Pre-authorized debits through your account as payment for a third party. These pre-authorized transactions may be a one time occurrence or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to a third party to make this type of transfer can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, this type of transaction will require you to provide the third party with your Account number, the Credit Union's name and routing number. This information can be found on the bottom of your personalized checks as well as on the deposit slips. Thus, you should only provide your account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these pre-authorized debits. Examples are pre-authorized payments you arrange with third parties to pay recurring bills from your Checking or Savings Account(s) or electronic check conversions which are when you authorize a merchant or another payee to make a one time electronic version of one of your check and/or a fee to pay for a purchase or bill. You may also authorize merchants to electronically process a debit to your Account for a returned check fee. You are considered to have authorized these electronically made debits if you complete the transaction after being told (orally or by a notice posted or sent to you) that the debit may be processed electronically or if you sign a written authorization. If you wish to cancel a pre-authorized credit or debit, you must notify the Credit Union at least thirty (30) days prior to the next scheduled date of any such transaction. You agree that the Credit Union may return any pre-authorized credit on the order of the sending party after it has been deposited in your Account, and you agree to hold the Credit Union harmless from any consequences of such return. Upon the filing of bankruptcy, if you fail to cancel any preauthorized credit authorization, you agree that any payments which you make under your existing authorization on file are voluntary payments and you instruct the depositor and us to make and apply pre-authorized credits in accordance with your authorization on file with us.

All ACH payments are provisional. We may give you credit before we receive final settlement of the funds transfer. If we do not receive payment for the provisional credit granted to you, we might charge back to your Account any provisional credit that we have already given to you. In that event, you authorize us to take such sum from any Account in which you have an ownership interest or the right to withdraw.

If you are in the business of depositing remotely created checks based on the authorization of others, you must obtain the Credit Union's prior express written consent to deposit those checks in your Account.

MONEYLINE TELEPHONE RESPONSE SYSTEM

MoneyLine is available 24 hours a day, 7 days a week at 727.586.6669, 941.907.4040, or non-local at 800.593.2274. You need a Touch Tone telephone and must set your own PIN to access the system. MoneyLine will permit you to initiate the following transactions; (1) Inquire on balances and/or transactions on your Accounts; (2) Make withdrawals by checks made in your name and sent directly to you; (3) Transfer funds between your Accounts; (4) Place a stop payment; (5) Change your PIN; (6) Report your Card(s) lost or stolen.

DEBIT MASTERCARD® TRANSFERS, TRANSACTIONS, AND LIMITATIONS Achieva's MasterCard Debit Card may be used at any locations accepting MasterCard products, ATMs owned by us, and any ATM network* we currently associate with or ATMs displaying the MasterCard logo. When used with your PIN, the Debit Card will allow you to initiate any of the following transactions provided the Account has been authorized for such use. You may have the ability to make the following types of transactions at ATMs: (1) deposits (available only at Achieva owned ATMs and some ATMs on the networks*); (2) Cash Withdrawals; (3) Transfers between your Accounts at Achieva (all Achieva owned ATMs but may not be available at other ATMs); (4) Inquiries and balance information on your Achieva Accounts (all Achieva owned ATMs but may not be available at other ATMs). You may withdraw up to $600 of available funds in cash per business day from any one designated Account or a combination of your designated Accounts at Achieva owned ATMs. Certain Accounts may have a lower cash limit and may not have all services available. For security reasons, cash withdrawals limit may be different at some non-Achieva owned ATMs or point-of-sale terminals.

ATM Operator/Network Fees – When you use an ATM not owned by us, you may be charged a fee by the ATM operator or by the network used unless we specify otherwise. Fee may even be charged for a balance inquiry only. *To inquire about ATM network availability, deposits, and no cost ATMs, visit our website at www.achievacu.com or call our Member Service Center at 727.431.7680, 941.907.4000, 239.471.3560 or non-local 800.593.2274.

POS Transactions – Achieva's Debit MasterCard® may also be used to purchase goods or pay for services (in person, by phone, mail, or Internet), get cash from a merchant, if the merchant permits, or from a participating financial institution.

POS Frequency and Dollar Limitations – You may make purchases and pay for services for up to $3,000 from any one Account or a combination of your designated Accounts in any one business day. Certain Accounts may have a lower purchase limit.

FOREIGN CURRENCY CONVERSION

When you use your Debit MasterCard® at a merchant that settles in currency other than U.S. Dollars, the transaction will be converted into U.S. Dollars. The MasterCard currency conversion procedure includes the use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be the rate in effect on the day the transaction is processed by MasterCard. This rate may differ from the rate in effect on the date of your transaction or the date the transaction was posted to your Account.

ADVISORY AGAINST ILLEGAL USE

You may not use your Cards for any illegal activity or transaction. Further, you may not utilize your Cards and/or Accounts for the purchase or sale of services on the Internet that involve illegal gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of Lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges. **An Account which is found to transact in illegal services is subject to immediate termination.**

ONLINE BANKING

Online Banking is Achieva's electronic banking platform. By logging on to the Achieva's website (www.achievacu.com), you can access Online Banking which offers the following services;

- Transfer funds between your Achieva Accounts;
- Make payments to your Achieva loan(s) or credit card;
- Obtain information about the balance and activity in your Accounts;
- Pay bills through the Bill Pay feature;
- Set-up e-mail Alerts;
- Sign-up for e-Statements and many more services we offer. Current services offered on Online Banking are subject to change at any time without prior notice to you.

BILL PAY

Bill Pay is a feature of our electronic banking platform (Online Banking) that allows you to pay bills electronically. You control which bills are paid, and the amounts.

TERMINAL TRANSFERS

You can get a receipt at the time you make any transaction to or from your Account using one of our ATM or merchants' terminals. However, some merchants may not always get a receipt if the amount of the transaction is $15 or less.

PREAUTHORIZED CREDITS

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same third party, you may call our Member Service Center at 727.431.7680, 941.907.4000, 239.471.3560 or non-local 800.593.2274; or our MoneyLine service at 727.586.6669 or 941.907.4040 24-hours a day, 7 days a week, or look at the transaction activity of your Account on Online Banking by going to our website at www.achievacu.com to find out whether or not the deposit has been made.

PERIODIC STATEMENTS

If you have a Checking Account, we will make available to you a monthly statement showing all the accounts you have under your relationship with us. If you have a Savings Account only, you will receive a statement for every month showing a pre-authorized credit or debit. If there is not a pre-authorized transaction in a particular month, you will receive a statement at least quarterly. Our statements are accessible electronically at no cost to you and require you to register with our e-Statement service. At your request, we will mail your statement via the U.S. Post office and you agree that there is a cost associated with mailing statements as set forth on our Schedule of Fees.

LIMITATIONS ON FREQUENCY OF TRANSFERS BY ACCOUNT TYPE

In accordance with Regulation D, withdrawals and transfers from Savings and Money Market Accounts are restricted to six (6) transactions per monthly statement cycle (including without limitation, preauthorized, automatic or telephonic transfers or withdrawals, and electronic banking transfers between your Accounts with us), of which no more than three (3) can be made by check, draft, Debit Card or similar order made by you and payable to a third party. **Non-restricted transactions** are withdrawals or transfers between your Accounts at Achieva if done in person, by mail, messenger, or ATM. Also non-restricted are withdrawals that you request by telephone via a check made to you and mailed to you. Transfers from your Account(s) for the purpose of repaying an Achieva

loan or credit card are also unrestricted. If you exceed the transfers limitation set forth above, excess transactions may be denied and/or returned unpaid and a return fee may be imposed. Your Account(s) may also be subject to transfer to a non-restricted account type or closure if frequently used for excessive restricted transactions.

RIGHT TO STOP PAYMENT OF PRE-AUTHORIZED TRANSFERS/PAYMENTS AND HOW

If you have arranged with us to have automatic recurring pre-authorized transfers/payments from your Accounts, you can stop any of these transfers/payments by calling our Member Service Center at 727.431.7680, 941.907.4000, 239.471.3560 or non-local 800.593.2274 or our MoneyLine service at 727.586.6669 or 941.907.4040, 24 hours a day, 7 days a week, or write to us at Achieva Credit Union, P.O. Box 1500, Dunedin, FL 34697 in time for us to receive your request at least three (3) business days before the transfer/payment is scheduled to be made. If you call our Member Service Center, we will require that you put your request in writing after you call. A fee applies to each stop payment order to a third party. The fee may be found on our current Business Schedule of Fees.

Notice of Varying Amounts – If an arranged payment amount varies from time to time, the third party you have made the arrangement with must tell you ten (10) days before each payment is due; when it will be paid and how much it will be. (You may have elected to get this notice only when a payment would differ by more than a certain amount from the previous payment, or when the certain amount would fall outside certain limits that you set).

Liability for Failure to Stop Payment of a Preauthorized Transfer – If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Confidentiality – We will disclose information to third parties about your Account or the pre-authorized transfers you make in the following circumstances: a) Where it is necessary for completing the transfers; or b) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or c) In order to comply with Government agencies or Court Orders; or d) If you give us your written permission; or e) As explained in the Privacy Disclosure of this Agreement.

Lost or Stolen Card Contact Location – If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write to us at:

Achieva Credit Union: P.O. Box 1500 Dunedin, Florida 34697
727.431.7680, 941.907.4000, 239.471.3560 or non-local 800.593.2274

Monday through Friday 8:00 AM - 5:30 PM, Saturday 9:00 AM - 1:00 PM
800.472.3272, 7 days a week, 24 hours a day

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

NOTICE OF ATM AND NIGHT DEPOSITORY PRECAUTIONS FOR ALL

(1) Remember, there is safety in numbers. Whenever possible, have another person accompany you when using an ATM machine or making deposits at a night depository facility. (2) Before approaching an ATM or a night depository, be alert for any suspicious persons or circumstances. Should you observe or otherwise feel uneasy or uncomfortable with your surroundings, leave the scene at once. Return at a later time or use one of our other branches, when possible and report the suspicious circumstances to law enforcement authorities immediately. (3) Be ready to transact business at an ATM or have your deposit ready in the bag when using the night depository. Always try to prepare your transaction documents (i.e. deposit ticket) in advance. (4) Memorize your PIN for ATM transactions and never write your PIN on the Card or leave it in your wallet or purse. Protect the secrecy of your PIN. Do not lend your Card or PIN to someone else. (5) Keep your Card and/or your night depository key in a safe place. Treat your Card as you would cash. Report a lost or stolen Card to us at once by calling: 727.431.7680, 941.907.4000 or 239.471.3560 Monday through Friday 8:00 AM - 5:30 PM, Saturday 9:00 AM - 1:00 PM, 800.472.3272, 7 days a week, 24 hours a day. (6) At the ATM, prevent others from seeing you entering your PIN. Try shielding the transaction area with your body or hand. (7) Mark each transaction in your Account register and keep your receipts to compare against your Account statement. (8) Be aware for con games. If anyone asks you to withdraw money for any reason, leave the area and contact the proper authorities. (9) Upon completing your transaction, retrieve your Card and receipts, and leave the area at once. Do not count or otherwise visually expose any money received from the ATM or ready to be dropped in the night depository. (10) Continue to observe your surroundings for any suspicious persons or circumstances such as anyone following or approaching you. (11) Always maintain a safe distance between you and any stranger. If you believe that you are being followed, you should go to the nearest place where there are people and contact law enforcement authorities. This disclosure is required to be given pursuant to Florida Statutes, Section 655.963. It is not intended to create any rights or duties as between the parties. The guidelines contained herein are not all inclusive. Users of ATMs and night depository facilities should utilize such other precautions as may be appropriate under the circumstances.

PRIVACY DISCLOSURE

FACTS	WHAT DOES ACHIEVA CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number • Transaction history • Account balances • Overdraft history • Payment history • Checking account information When you are no longer our customer, we continue to share your information as described in this notice.
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Achieva Credit Union chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES ACHIEVA CREDIT UNION SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes - to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes - information about your transactions and experiences	NO	WE DON'T SHARE
For our affiliates' everyday business purposes - information about your creditworthiness	NO	WE DON'T SHARE
For nonaffiliates to market to you	NO	WE DON'T SHARE
QUESTIONS? 727.431.7680 OR 800.593.2274 OR VISIT ACHIEVACU.COM		

WHAT WE DO	
How does Achieva Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Achieva Credit Union collect my personal information?	We collect your personal information, for example, when you • Open an account • Pay your bills • Apply for a loan • Use your credit or debit card • Show your government-issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you • State laws and individual companies may give you additional rights to limit sharing.

DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. • Achieva Credit Union has no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non- financial companies. • Achieva Credit Union does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Our joint marketing partners include insurance companies.

Many locations to serve you.

For locations and hours call
727.431.7680, 941.907.4000 or 239.471.3560
non-local 800.593.2274

or visit
www.achievacu.com

P.O. Box 1500
Dunedin, FL 34697

NCUA

EQUAL HOUSING OPPORTUNITY

Federally Insured by NCUA. Equal Housing Lender.

ACHIEVA

BANKING FOR GOOD™

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