Important Information About Your Consumer Account

- Privacy Disclosure
- Terms and Conditions Agreement
- Funds Availability
- Electronic Funds Transfers
- Substitute Checks and Your Rights

ACHIEVA

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PRIVACY DISCLOSURE

We do not sell your personal information to anyone – Our relationship is built on trust. You can be confident that your financial privacy is a top priority at Achieva Credit Union.

Collecting your personal information – In the course of doing business with us, you routinely provide personal information that is not available publicly. This includes information we receive from you on applications and other forms, and information about you from consumer reporting agencies. Examples include your name, address, social security number, income and account balances. We use this personal information to service your accounts, underwrite your loans and offer you products and information necessary to provide you with accurate and reliable service.

Sharing – From time to time, we will share some of your personal information with non-affiliated companies that perform services for us or with whom we have a joint marketing agreement. For example, we provide your name, address and transaction data to the company that prints and mails your monthly statements. We may also share your name and address with the company that mails our newsletter or with a company through which we jointly market insurance or other products. In all such cases, we share only the information necessary to accomplish a specific task.

Privacy Agreement – We obtain a written agreement prior to sharing information with any non-affiliated company. All such companies are contractually committed to uphold our strict standards of confidentially and to limit use of this information to its intended purpose only.

Safeguarding your privacy – Within the Credit Union, we restrict access to information about you to only those employees who must know the information to provide the products and services to you. We maintain strict physical, electronic and procedural safeguards to protect your personal information. We will apply our strict confidentiality policy for as long as we retain your personal information, whether or not you remain an active member of Achieva.

PATRIOT ACT

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 each of you – When you open an account, we will collect your name, address, date of birth, and social security number and obtain from you all necessary identification documents enabling us to verify the information collected from you. You agree that we have the right to verify the information you give us with external sources for validation. If your mailing address is a post office box, you must also provide us with your physical address.

ACHIEVA CREDIT UNION
UNIVERSAL ACCOUNT AGREEMENT

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

This Universal Agreement, the Signature Card along with our current Schedule of Fees and Rates Sheet 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 – The paragraph headings are for convenience only and do not form a part of the Agreement. In this Universal Agreement covering all consumer depositors, the plural shall also mean the singular, the masculine shall mean the feminine, and vice versa. The terms defined below shall have the following meanings:

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

"Agreement" means this Universal Agreement, all Signature Cards, the Rates Sheet, the Schedule of Fees, and all other disclosures.

"ATM" means Automatic Teller Machine.

"Authorized Signer" means any person who you assign to have authorization to transact on your Account.

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

"Consumer Account" means personal accounts established for personal, family or household purpose and are not used for business purpose.

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

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

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

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

"Home Banking" means the Credit Union's electronic banking platform located on our website.

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

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

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

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

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

"Primary Account Holder", "Primary Member", or **"Primary Owner"** is the consumer who is eligible for membership and whose name appears first on the account and on the top line of the Consumer Account Signature Card.

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

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

"Signature Card" means the Consumer Membership Application and Account(s) Signature Card you signed or should sign to establish accounts with us.

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

"You" and **"Yours"** shall refer to each person signing a Signature Card(s).

Agreement – You hereby agree that the agreement set forth herein contains the various types of accounts and services offered by Achieva Credit Union and shall govern your use of such accounts and services. Merged herein are all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein is unenforceable. By signing the Signature Card, you hereby agree to conform to the bylaws and amendments of Achieva Credit Union's membership 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. All Deposit Accounts shall be subject to the terms of this Universal Agreement and any other account shall be subject to the terms as established by the account agreement or certificate agreement which establishes the account(s).

Changes to the Agreement – The Board of Directors 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. Changes 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 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. No person shall be eligible for membership who has caused the Credit Union a loss of principal or interest. To the extent that any right to membership in the Credit Union may exist, you waive the right to continued membership in the Credit Union in the event you cause the Credit Union a loss. 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 Account(s) and services you request. You agree in advance that we may monitor your credit history and other information. 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 no longer be eligible for membership according to our rules and bylaws. All deposit and loan Accounts must be applied for and are subject to approval. You must provide us with valid daytime and evening phone numbers.

Governing Law – This Agreement is governed by the bylaws of the Credit Union, federal and the state of Florida laws and regulations, including principles of contract law, and regulations of the State in which the Credit Union's Corporate center is located and clearinghouse rules as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county and state in which the Credit Union is located.

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. 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 OF ACCOUNTS

Single Owner Accounts – A single owner Account is an Account owned by one member qualified for Credit Union membership. If the Account is a single owner account, the interest of a deceased individual owner will pass to the decedent's estate or Payable on Death (POD) beneficiary, subject to applicable law or other provisions of this Agreement.

Multiple Owner Accounts – An account owned by two or more persons is a multiple owner Account. All multiple owner Accounts are joint Accounts with rights of survivorship, not tenancies by the entireties. Upon the death of an owner, that person's interest will pass to the surviving owner(s). Each owner of a multiple owner Account is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions from any Account owner. Each owner of a multiple owner Account guarantees the signatures of the other owners. Any Account owner may withdraw all funds in the Account, add or subtract other Account owners, stop payment on Items drawn on the Account, transfer, or pledge to the Credit Union all or any part of the shares of any Account without the consent of the other Account owner(s) and the Credit Union shall have no duty in such event to notify any other Account owner(s). If the Credit Union receives written notice of a dispute between Account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the Account, require a court order to act, file any legal action to resolve inconsistent claims or require that all Account owners agree in writing to any transaction concerning the Account. In the event said legal action is sought, the Credit Union shall be entitled to attorney's fees and costs.

Primary Owner – The person signing this Agreement as the Primary Account Owner may remove from ownership in the applicable Account any and all Joint Account Owner(s). The Joint Account Owner(s) so removed from this Account shall have no interest, rights, or privileges in and to the Account or assets thereof. To be binding, such revocation must be in writing and in a form acceptable to us. However, the Credit Union reserves the right at any time to require written consent of all Account owners for a change of ownership or termination of a multiple owner Account. If the Credit Union receives written notice of a dispute between Account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the Account, require a court order to act, or require that all Account owners agree in writing to any transaction concerning the Account. In the event said legal action is sought, the Credit Union shall be entitled to attorney's fees and costs.

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

Personal Accounts Used for Business Purposes – Should any of the following occur, we may determine, at our complete and sole discretion, that your personal account is being used for business purposes and convert the account to a business deposit account: (1) The account has a business name and/or your printed checks show a business name as the maker; (2) Credit card receipts are included in deposits; (3) Routine account activity is consistent with a business (such as excessive withdrawals, large numbers of deposit items, change order requests, or large cash or coin deposits) or, (4) Checks deposited in the Account are payable to a business or entity name.

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. Voting privileges are extended to the Primary Account Holder and Joint Account Owners are not necessarily eligible to vote. Please refer to the Rates Sheet and Schedule of Fees to determine applicable fees and minimum balance requirements for Savings Accounts.

Sub-Accounts – Except for Individual Retirement Accounts (IRAs) and Loans, all sub-account types, including Certificate of Deposit accounts, opened under the Primary Savings (Share) Account number will be owned by the same owner(s).

Checking (Share Draft) Accounts – We offer several types of Checking Accounts. The fees charged on these account types vary. Please refer to the Rates Sheet and 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 each 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 the 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 exceeding 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 irregularities 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 this Account for this service in accordance with the 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.

Trust and Other Specialty Accounts – You may request the Credit Union to facilitate certain trusts, wills, or court-ordered account arrangements. However, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of

your trust, will, or court order. We may, at our complete discretion, permit accounts to be owned by trusts on a case-by-case basis. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions. The Credit Union shall not administer trust accounts. You agree to hold harmless and indemnify the Credit Union from any and all claims or losses that may arise out of any transaction pertaining to the account. Furthermore, the Credit Union has no responsibility to determine if the trustee, personal representative, administrator, or any other fiduciary has been duly appointed and qualified to act in that capacity, nor whether any transaction by a fiduciary involving such an account is in accordance with or authorized by applicable law or agreement. Our only obligation with such accounts is to act as a depository for the funds in the account. Account changes requested by you, or any other Account owner, such as adding or closing an account or service, may be required to be in writing and signed and the same must be evidenced as accepted by us at our discretion.

Uniform Transfers to Minors Accounts – Uniform Transfers to Minors Accounts are Accounts established for a minor by depositing funds as an irrevocable gift to a minor under the Uniform Transfers to Minor Act. An adult individual must be appointed as custodian of the Uniform Transfers to Minors Account. The minor, to whom the gift is made, is the Account owner and beneficiary of the funds and may access the funds in the Account as soon as the minor reaches the age of 21 or such other age as set out by statute. Until the minor reaches 21, the custodian has possession and control of the Account for the exclusive right and benefit of the minor and barring a court order otherwise is the only party entitled to make deposits to, withdraw from, or close the Account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the custodian. In the event of the custodian's death, legal incapacity, or resignation, the Credit Union may place an administrative hold on the Account until it receives instructions from any person authorized by law to withdraw funds, such as the successor custodian appointed on the Signature Card or a court order authorizing such withdrawal. The terms of these accounts are deemed to include the provisions of the Uniform Transfers to Minors Act enacted in this State, as amended from time to time.

Payable-on-Death (POD) Accounts – "A POD Account is an instruction to the Credit Union that your Account(s) so designated are payable to the owner(s) during the Account owners' lifetimes, and upon the death of the last Account owner, such POD Account(s) are payable to any surviving named beneficiary(ies) as designated on your Signature Card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any POD designation on a Signature Card will apply to the Account(s) to which the Signature Card is directed excluding Certificate of Deposit Accounts and/or Certificate Individual Retirement Accounts, which shall be governed by a separate written beneficiary(ies) designation. The Credit Union shall at no time have any obligation whatsoever to notify any beneficiary of the existence of any Account or the vesting of the beneficiary's interest in any Account, unless required by law. Upon the death of the last surviving owner, payment to any beneficiary shall be valid and discharge us from any liability for such payment. No beneficiary may pledge any part of the shares in a POD Account as collateral for any loan or loans with us. Only the Account owner(s) may pledge all or any part of the shares in the POD Account as collateral for any loan or loans with us, and such pledge shall survive after the death of the Account owner(s) and shall be superior to the rights of any beneficiary. The death of an Account owner shall not affect the validity of any statutory or consensual liens created prior to the death of the Account owner(s). The owner may remove from ownership in the POD Account any or all beneficiaries at any time. The beneficiary (ies) so removed shall have no interest, rights or privileges in and to the Account or assets thereof. To be binding on the Credit Union, such revocation must be in writing and accepted by us."

Accounts for Minors – For an Account established by a minor, the Credit Union reserves the right to require the minor Account to be a joint owners Account with a guardian or parent to be jointly and severally liable to

the Credit Union for any returned Item, overdraft, or unpaid charges or amounts in such Account. The Credit Union may make payments of funds in such Account directly to the minor without regard to his/her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor, guardian or parent. The Credit Union shall not change the Account status when the minor reaches the age of majority, unless authorized to do so in writing by any Account owner.

Individual Retirement Accounts (IRAs) – Traditional, Roth and Coverdell Education IRA Accounts are available to applicable members. IRA Account provisions are governed by separate document(s) that will be provided at the time you open these type Accounts. Individuals under the age of 59 ½ may be subject to Internal Revenue Service penalties and payment of ordinary income taxes when withdrawing principle and dividends from a Traditional and Roth IRA Account. IRA Accounts may not be used as collateral for a loan.

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 Account. This time notice 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 non-negotiable and non-transferable. Certificate Accounts may not be pledged, transferred or assigned to any party other than this Credit Union. Additional terms and conditions are disclosed in the Truth-in-Savings section of this Agreement.

Money Market Accounts – You shall be permitted to establish Money Market Accounts 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 Checking Accounts as stated in this Agreement, including, but not limited to, overdraft protection, shall apply to your Money Market Account, in addition to these rules. Please refer to the Rates Sheet and Schedule of Fees to determine applicable fees and minimum balance requirements for these accounts.

Overdrafts Caused by Checks and Certain Other Transactions – Although we are under no obligation to pay any Item that exceeds the fully paid and collected balance in your Account, we may, at our option, pay items such as checks written by you, certain authorized ACH transactions, and remotely created checks even though it may cause an overdraft in the Account.

Overdrafts Caused by ATM and Debit Card Transactions – We will not allow transactions such as ATM withdrawals and/or transfers and one time point-of-sale transactions made with your Debit Card to be paid when funds are not available in your account unless you have opted-in for this service. An opt-in doesn't guarantee payment of such transactions. 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 settle the overdraft balance and pay a nonsufficient funds fee as disclosed in our Schedule of Fees for each item that caused your account(s) to be overdrawn.

Negative Balance – If your account balance remains negative after certain transactions you made exceeded the funds available in the account, 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 signer on the Account and each Account owner is jointly and severally liable for the negative balance, any fees incurred, and interest thereon. The Credit Union may charge the amount of the negative balance against any other Account from which any of you, jointly or individually, are entitled to withdraw money, amounts or establish a credit advance pursuant to any credit agreement between you and the Credit Union.

Stop Payments – You may request that we stop the payment of a draft issued by you, other than an official check, by a written stop payment order. 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. We may charge you a fee for each stop payment order you give. The Credit Union reserves the right to refuse to honor any requests to stop payment of any Item for any reason consistent with good faith and the exercise of ordinary care. 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. The above stop payment provision only applies to items you issue on your Account. 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 or by anybody but you.

DEPOSITS IN GENERAL

Funds deposited in person to a Credit Union employee are considered deposited that day. Funds mailed to the Credit Union are deposited when received. Funds deposited in 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 to 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 will report adjustments on your Account statement. All deposits of non-cash items credited to you 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, payee, drawee, or financial institution on an Item deposited in the Account, the amount of the Item, and information contained in the magnetic coding 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 non-staffed depository, you agree that the correct amount in the event of discrepancy between a written receipt and deposit slip will be the amount that we found in the envelope used to make the transaction.

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 merchant or billing company to draw a check made payable to the merchant 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.

Direct Deposits – We may offer direct deposit options allowing you to pre-authorize deposits (e.g., payroll checks, Social Security or retirement benefits, etc.), or pre-authorized transfers out of your Account(s) with us. You must authorize any such deposits or transfers by a separate authorization form. You understand and agree that directly deposited funds from Social Security retirement and invalidity benefits and other types of government retirement funds benefit payments directly deposited in your account may be used to cover any loans or fees, including overdraft fees incurred by you. If the Credit Union deposits any amount in your account(s) which should have been returned to the Government Agency for any reason, you authorize us to deduct the amount of the Credit Union's liability to the Government Agency from any Account from which you have the right to withdraw. If you wish to cancel a direct deposit or pre-authorized transfer option, you must notify us at least 30 days prior to the next scheduled date for any direct deposit or pre-authorized transfer. If we deposit any amount in your Account by mistake, you authorize us to deduct the amount from your Account at any time without prior notice. **Fees** – We do not charge for accepting direct deposits to your Account(s).

Endorsements – Each of you appoints the other Account Owner(s) 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 CC or other applicable laws or rules before it is accepted for deposit. You remain liable for any loss incurred by us as a result of misplaced, missing, unauthorized or contested endorsements. If at our sole discretion we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

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.

Power-of-Attorney and Legal Representatives – We are authorized to recognize the authority of any attorney-in-fact, guardian, custodian, trustee, or agent legally appointed by you or by a court of competent jurisdiction for transactions on your Account(s). In doing so, we will have no duty to inquire as to the use or purpose of any transaction by any legal appointee. In order to honor the appointment of an attorney-in-fact, we may require, at our full and complete discretion, such person and for each transaction, to indemnify us for any loss, claims, or damages arising from our reliance on the appointment of the attorney-in-fact. You agree to allow us to forward any durable power of attorney presented to us to our attorneys for review and that any delay caused by such review is reasonable under the circumstances. We are not required to honor a nondurable power of attorney, pursuant to Fla. Stat. Section 709.08.

Inactive/Dormant Accounts – An Account will be considered inactive when there has been no activity other than dividend postings during the past twelve (12) 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 may 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 transfers. You must also stop payment of any pre-authorized 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.

Termination of Account – The Credit Union may terminate your Account 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 signer; (2) there has been a forgery or fraud reported or committed involving your Account; (3) there is a dispute as to the ownership of the funds in the Account; (4) Cards or checks are lost or stolen; (5) excessive overdrafts; (6) misrepresentations and/or abuse of your part; (7) if we reasonably deem it necessary to prevent a loss; (8) your account balance remains negative; and (9) your account usage 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 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. 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 attorneys' fees of 10% of the unpaid balance or a greater amount of reasonable attorney's 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 Account Owner – The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the Account until the Credit Union is notified in writing of a member's death. Once the Credit Union is notified of a member'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 any Account owner.

Set-Off/Security Interest – You may not withdraw pledged funds that are security on loans without written approval of a Credit Union, except to the extent that such pledge exceeds 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. You agree and acknowledge that, any outstanding financial obligation due and payable to the Credit Union, the Credit Union has a statutory lien, and by this document a consensual lien, against all the shares, dividends and funds in any Account 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 without any further notice to you, even if an overdraft, dishonor, or interest penalty results. The Credit Union's share lien may be enforced without obtaining a court judgment as permitted by law.

Address and Notices – 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. We may require any changes to be in writing. If we are unable to locate you due to an incorrect address 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 of address or name 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 less than 7 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.

Arbitration – Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, 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 Agreement 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.

FUNDS AVAILABILITY DISCLOSURE

This policy 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 $200 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, $200 of the deposit is available at the latest on Tuesday. The remaining $500 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:
(1) We believe a check you deposit will not be paid;
(2) You deposit checks totaling more than $5,000 on any one day;
(3) You deposit a check that has been returned unpaid;
(4) You have overdrawn your account repeatedly in the last six months;
(5) There is an emergency, such as 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 $5,000 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 $5,000 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 $5,000 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. U.S. Dollars - 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. Foreign Currency - If the funds are payable in 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 it is 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.

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 funds availability of your account even if the debits have not yet been processed through your account. Such holds may last for a couple of 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 funds are readily available in your account before making debit transactions.

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 this Credit Union. To the extent the terms contained in this Agreement are different than those in any other agreement or terms of Accounts; this Agreement shall control and be deemed to modify such other agreement or terms of accounts.

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. All Automated Clearing House (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.

3. Notice of funds transfer from a receipt of a funds transfer into your Account will be made by us on the following periodic statement of your Account. We are not obligated to provide you with next day notification of transfers to your Account. You may, of course, inquire between periodic statements regarding transfers you 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 we make the statement available to you shall discharge and relieve us from any liability of claims, demands or expenses (including attorney's fees) in connection with such discrepancy or error.
4. 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.
5. 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.
6. If a payment order identifies an intermediary or beneficiary's financial institution only by an identifying number or account number, we may rely on that number as being the proper identification of the intermediary or beneficiary's financial institution. If a payment order identifies an intermediary party or beneficiary's financial institution by both name and an identifying number, and the name and number identify different financial institutions, we and any receiving financial institution may rely on the identifying number as the proper identification of the intermediary party or beneficiary's financial institution. You agree to indemnify us for any loss or expense that result from our reliance on an incorrect identifying number or account number.
7. 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 circumstances will we be liable for any indirect, incidental, consequential, remote or special losses or damages, including attorney's fees and costs.
8. 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 that we are open and 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.
9. 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.

10. 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

RIGHTS AND RESPONSIBILITIES

Electronic Fund Transfers (EFTs) – The following terms and conditions will govern all electronic fund transfers (EFTs) initiated by you or anyone else you have given access to your Accounts, whether by telephone, ATMs, Automated Clearing House (ACH) networks, Home 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 subject to limitations contained in applicable federal law regarding consumer accounts. Those limitations on your liability for unauthorized EFTs are summarized later in this part.

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. The device may not be used after we cancel it or after it has expired. If we do cancel it, you agree to return your Card to: Achieva Credit Union, P.O. Box 1500, Dunedin, FL 34697. Access to EFTs may be terminated by you by giving us a written notice 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.

OPTING-IN for Overdraft Payments – We may allow the payment of transactions such as one time Debit Card transactions and debit transactions made at an ATM you make with your access device and funds are not available in your Account only if you have opted-in for such service. If we pay such transactions, you will be charged an Overdraft Fee as set forth in our Schedule of Fees. If you do not opt-in for this service, these transactions will be declined at the point of origin when funds are not available in your Account and you will incur a Denial Fee as set forth in our Schedule of Fees. It is your right to Opt-in or Out of the service at any time. You may Opt-In or Out by visiting our website at www.achievacu.com, visiting one of our branches or by calling us at 727.431.7680, 941.907.4000, 239.471.3560 or non-local 800.593.2274. You further agree to pay the current charges shown on our 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 the 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.

Personal Identification Number (PIN) – To initiate transactions via a Debit Card, Home Banking, Bill Pay, and MoneyLine, 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.

Automatic Teller Machines (ATMs) – 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 withdrawal at an ATM terminal, you agree that the correct amount, in the event of a discrepancy between a written receipt or deposit slip, will be the amount that we find in the envelope used to make the transaction. You agree that each transaction completed during normal Credit Union business hours will be posted immediately to your account; transactions received after normal Credit Union business hours may be posted on our next regular business day. You further agree that 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 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 in advance have approved. If through some error the Card permits you to withdraw funds from an Account that you should not be allowed to use, we may charge the amount involved to an Account that you can use. 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 law.

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 ATM. After you activate the Card, you will be ready to use the Card with any merchant accepting MasterCard®. To use the MoneyLine, Home Banking, and Bill Pay services, you will need to set up a personal PIN when joining the services. You cannot use MoneyLine, Home 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, employers payrolls, etc.,) to be accepted into your Checking,

Money Market, or Savings Account(s).

2. Pre-authorized debits made directly to other persons from your Account. These pre-authorized transactions may be a one time occurrence or may repeat 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, the transaction will require you to provide the third party with your Account number and the Credit Union 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 preauthorized 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 pre-authorized 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.

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.

MASTERCARD® DEBIT 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's 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 US dollars, the transaction will be converted into US 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 Debit Card for any illegal activity or transaction. Further, you may not utilize your Card and/or Accounts for the purchase 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.

HOME BANKING
Home Banking is Achieva's electronic banking platform. By logging on to Achieva's website www.achievacu.com, you can access Home 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 such as Stop Payment, Check ordering, etc.

Current services offered on Home Banking are subject to change at any time without prior notice to you.

MOBILE BANKING
Access to Home Banking via your mobile access device is available to view your Account information such as balance and activity, make transfers between your Accounts and pay bills with our Bill Pay feature.

BILL PAY Bill Pay is a feature of our electronic banking platform (Home 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, you may not always get a receipt if the amount of the transfer is $15 or less.

PRE-AUTHORIZED CREDITS If you have arranged to have pre-authorized credit (also known as direct deposits) made to your Account at least once every 60 days from the same third party, you can call our Member Service Center at 727.431.7680, 941.907.4000, 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. You may also find this information by looking at the

transaction activity in your Account on Home Banking by going to our website at www.achievacu.com.

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) per monthly cycle (including without limitation, pre-authorized, automatic or telephonic transfers or withdrawals, and electronic banking transfers between your Accounts with us). **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.

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 or 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 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 Pre-authorized 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.

Financial Institution's Liability For Failure To Make Transfers – If we do not complete a preauthorized transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
(1) If, through no fault of ours, you do not have enough money in your Account to make the transfer;
(2) If the ATM terminal where you are making your transfer does not have enough cash;
(3) If the ATM terminal was not working properly and you knew about the malfunction when you started the transfer;
(4) If the overdraft coverage method you have set from another Achieva Account does not have sufficient funds available to cover your transfer request;
(5) If circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions that we have taken;
(6) If the funds in your Account are subject to a court order or other

restriction preventing the transfer; and
(7) There may be other exceptions stated in our Agreement with you.

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.

LIABILITY FOR UNAUTHORIZED ELECTRONIC TRANSFERS
In General – Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum overdraft line of credit and open-end credit when applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, your liability is no more than $50 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as $500. Also, if your Account statement shows transfers that you did not make, including those made with your Card, PIN or by other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after we made the statement available to you, you may not be able to recuperate any funds you have lost after the original sixty (60) days if we found that we could have stopped the unauthorized transactions should you have advised us in a timely manner. An extended period above the sixty (60) days may be considered if your inability to notify us was caused by a personal or medical hardship.

Liability Limits for Debit MasterCard® when used for POS Transactions – Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card, when used for POS transactions and if you report the loss or theft of your Card within two (2) business days after you discover such loss or theft of your Card. If you do NOT tell us within two (2) business days, your liability will be the lesser of $50 or the amount of the money, property, labor, or services obtained by the unauthorized use before notification to us. These provisions for liability do not apply to transactions conducted at an ATM. 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, FL 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 an unauthorized transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call us or write to us at the address listed below as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the Account statement or receipt you received. We must hear from you no later than sixty (60) days after we make available to you the FIRST statement on which the problem or error appeared. Your inquiry must include: (1) Your name and Account number; (2) A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information and, (3) The dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within ten (10) business days *(twenty (20) business days if the transaction involved a new membership Account opened within 30 days)* after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days *(ninety (90) days if the transfer involved a POS transaction, a foreign initiated transfer, or the transaction involved a new membership with an Account opened within 30 days)* to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days *(twenty (20) business days if the transaction involved a new membership Account opened within 30 days)* for the amount you think is an error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account for the amount of the disputed Item(s). If we decided there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation by contacting us at:

Achieva Credit Union
Member Service Center
P.O. Box 1500, Dunedin, FL 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 to 1:00 PM
Excluding Sunday, Official Holidays and the day after Thanksgiving

Termination of EFT Services – You may terminate any EFT service under this Agreement at any time by notifying us in writing and by stopping the use of your Debit Card and PIN. You must return all Cards to us. In such case, you also agree to notify any participating merchants that authority to make pre-authorized transactions and bill payments transfers has been revoked. We may also terminate this Agreement and any EFT service at any time by notifying you orally or in writing. If we terminate this Agreement or any EFT service, we may notify any participating merchants that authority to make pre-authorized transactions or bill payments transfers has been revoked and/or that we will not accept further transactions from them for your Account(s). We may program our system to refuse your Card or PIN for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT transactions made prior to termination.

NOTICE OF ATM PRECAUTIONS

(1) Remember, there is safety in numbers. Whenever possible, have another person accompany you when using an ATM.
(2) Before approaching an ATM, 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 another ATM. Report the suspicious circumstances to law enforcement authorities.
(3) Be ready to transact business at an ATM and when possible, prepare your transaction documents (i.e. deposit ticket) in advance.
(4) Memorize your PIN, do not write it on your Card or leave it in your wallet or purse. Protect the secrecy of your PIN. Do not lend your Card or PIN to anyone else.
(5) Keep your Card in a safe place. Treat your Card as you would

cash. Report a lost or stolen Card to us immediately by calling: 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; or 800.472.3272, 7 days a week, 24 hours a day.

(6) Prevent others from seeing you entering your PIN. Shield the transaction area with your body or hand.

(7) Mark each transaction in your Account register. Keep your receipts and compare them against your Account statements.

(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 receipt and leave the area at once. Do not count or otherwise visually expose any money received from the ATM.

(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 strangers. 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 should utilize such other precautions as may be appropriate under the circumstances.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a Substitute Check? – Federal law allows all financial institutions to replace an original check with an image of the original Item. These images are legal copies of originals and can be used as proof of payment just like the originals. A substitute check posted to your account may also include a check you deposited that was returned unpaid.

What Are Your Rights with Substitute Checks? – A special procedure is being provided to you if you suffer a loss when a substitute check is posted to your Account. For example, the substitute check was posted to your Account more than once or for the wrong amount. The loss you attempt to recover may include the amount withdrawn from your Account and fees that were charged as a result of the substitute check posting. The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your Account is a dividends-bearing account.

How Do I Make a Claim for a Refund Under this Procedure? – If you believe that you have suffered a loss relating to a substitute check that was posted to your Account, please contact us in writing or by phone at:

Achieva Credit Union
P.O. Box 1500, Dunedin, FL 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

Information you provide:

- A description of why you think you have suffered a loss;
- The amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss, and;
- A copy of the substitute check or all of the following; (1) the check number, (2) the amount, (3) the date, (4) the payee's name, (5) the payor's name. You must contact us within forty (40) calendar days of the date that we mailed or delivered the substitute check or the Account statement showing the Item posted to your Account, whichever is later. We may consider an extension if you were unable to make a timely claim due to extraordinary circumstances.

Claim Limitation – If you use this procedure, you may receive up to $2,500 of your refund (plus dividends when applicable) within ten (10) business days after we received your claim and the remainder of your refund (plus dividends when applicable) no later than forty-five (45) calendar days after we received your claim. We have the right to reverse the amount of the complete refund (plus dividends when applicable) from your Account at any time after it was received by you if we can demonstrate that the substitute check was correctly posted to your account and you suffered no loss.

Fair and Accurate Transactions Act Notice – We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

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Many locations to serve you.

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

or visit
www.achievacu.com

P.O. Box 1500
Dunedin, FL 34697

NCUA

EQUAL HOUSING OPPORTUNITY

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