



# ACCOUNT DISCLOSURE – BUSINESS

Upon receipt of this disclosure, you agree to conform to the bylaws and any amendments thereof in GTE Federal Credit Union DBA GTE Financial. You also agree to the terms and conditions of any account that you have in the credit union now or in the future and agree that the credit union may change those terms and conditions from time to time. You agree to all those terms and conditions of the credit union, including the terms and conditions detailed in the Business Account Agreement and by your continued account relationship with GTE Financial.

The GTE Financial Board of Directors may change the dividend rate on any GTE Financial account during any or each of its monthly meetings. Dividends are based on the credit union's available earnings after required transfers to reserves at the end of a dividend period. The Nominal Dividend Rates and Annual Percentage Yields (APYs) are the prospective rates that GTE Financial anticipates paying for the dividend period. Please refer to our rate sheet for your prospective dividend rates.

For the most current rates on GTE Financial Share accounts, please contact a Member Care Advocate at 813.871.2690 or 1.888.871.2690 ext. 40401, click on our web site at [www.gtefinancial.org](http://www.gtefinancial.org), or visit any Community Financial Center. Continued use of this account indicates receipt of and agreement to these terms and conditions disclosed in this Business Account Disclosure. You agree that the credit union, its agents or service companies may monitor and/or record any telephone communications with me to ensure quality. For your protection, proper identification may be required for any account transaction.

## USA PATRIOT ACT NOTICE

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain a completed Certification Regarding Beneficial Ownership of Legal Entity Customers, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## Consumer Report and Credit Report Agreement

By signing the Business Account Agreement, you authorize GTE Financial to check your credit history including verification of information requested. Your signature also authorizes GTE Financial to obtain information about you and to give credit information to others. A negative credit history may disqualify you from some services. All funds advanced to you will be subject to the terms and conditions of GTE Financial's Business Credit Card, Business Checking, and Business Debit Card Agreements.

## Backup Withholdings

Under penalties of perjury, I certify that (1) the number provided on the membership application is my correct taxpayer identification number, and (2) I am not subject to backup withholding either because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Person (including a U.S. Resident Alien).

## Member Owner Share

To join GTE Financial you must meet the membership requirements including the establishment and maintenance of at least one (1) share ("membership share") as set forth in GTE Federal Credit Union bylaws. A Member Owner Share will be established with a deposit of the par value of one full share, currently \$5.

## Minimum Membership Balance

GTE Financial requires five dollars to remain on deposit in each business member's Member Owner Share in order to retain credit union membership. If a business member's combined deposit balance for all share accounts falls below \$5.00 for 90 days or longer, the member will be charged a minimum membership fee. The amount of the fee will be based on the balance in the account at the end of each quarter. If an account reaches a zero balance and there are no loans outstanding, GTE Financial will automatically close the account. Refer to the Business Schedule of Current Charges for any fee related to products or services.

## Minimum Relationship Balance

GTE Financial requires a minimum relationship of \$500 in combined savings, checking, loan and credit card balances from each member. A monthly service fee will be assessed from your primary share account unless one of the following is met: minimum relationship of \$500 (waived if you have Business Essentials Checking, Business Premium Checking, or Business Interest Checking); your account has been open for 90 days or less; or you have a share draft account which was assessed a checking package fee the same month. Refer to the Business Schedule of Current Charges for any fee related to products or services.

## Business Account Agreement

GTE Financial is hereby authorized to recognize any of the signatures subscribed on the account agreement in the payment of funds or the transaction of any business for this account. The persons authorized to conduct transactions on this account hereby agree with each other and with the Credit Union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all of said representatives to their credit as such representatives with all accumulations thereon, are and shall be available to all representatives and be subject to the withdrawal or receipt

of any of them, and repayment to any of them shall be valid and discharge said credit union from any liability for such payment. The representatives also agree to the terms and conditions of the account as established by the credit union from time to time.

Any or all of said representatives may pledge all or any part of the shares in this account as collateral security to a loan or loans from the credit union. The right or authority of the credit union under this agreement shall not be changed or terminated by said representatives or any of them, except by written notice from all representatives to said credit union, which shall not affect transactions theretofore made.

1. This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Credit Union.
2. All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of this business with this Credit Union prior to the adoption of this resolution are hereby ratified, approved and confirmed.
3. Any of the persons named on the resolution, so long as they act in a representative capacity as agents of this business, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable from time to time with this Credit Union, concerning funds deposited with this Credit Union.
4. Any and all resolutions duly adopted by this business and certified to this Credit Union as governing the operation of this business' account(s) are in full force and effect, unless revoked, modified or supplemented by this authorization.
5. This business agrees to the terms and conditions of any authorized representative(s) of this business, and authorized this Credit Union, at any time, to charge this business for all checks, drafts and orders for the payment of money that are drawn on this Credit Union, regardless of by whom or by what means the facsimile signature(s), if any, may have been affixed so long as they resemble the facsimile signatures filed with this Credit Union from time to time.
6. If this business is a partnership or sole proprietorship, if the ownership of the business is changed or restructured in any way, this business shall promptly notify this Credit Union. In the event the ownership is changed in any way without notification to this Credit Union of that fact, this business shall remain fully liable in accordance with the terms of this authorization and any account agreements.

## Business Checking Agreement

Upon the initial deposit in a special share account to be known as a checking account, the credit union is authorized to pay share drafts signed by me or any of us, and charge the payments against the checking account.

It is agreed that:

- a. only checks and other methods approved by the credit union may be used to withdraw funds from this Business checking account. If these checks (share drafts) are lost or stolen, notify the credit union at once.
  - b. the credit union is under no obligation to pay a share draft which exceeds the balance in the Business Checking account.
  - c. the credit union is under no obligation to pay deposited checks on which the date is more than six months old.
  - d. the credit union reserves the right to pay a member's share draft that is presented in good faith regardless of the original date.
  - e. except for negligence, the credit union is not liable for any action it takes regarding the payment or nonpayment of a check.
  - f. any discrepancy on any item shown on a monthly statement of the checking account shall be waived as long as notification of the discrepancy is made in writing to the credit union on or before the sixtieth day following the date the statement is mailed.
  - g. If the account has more than one representative, this agreement is subject to the additional terms and conditions of the Business Account Agreement that applies to a Business share account. If there is no such agreement, this agreement is subject to the additional terms and conditions printed above.
  - h. transfers, if requested, from eligible funds in the regular share, and money market accounts will be automatic up to six (6) per account per month in the case of overdrafts. Transfers in excess of six per account will be denied.
  - i. the business member, and any authorized account representatives, agree to hold harmless and indemnify GTE Financial from any damages or losses sustained by the credit union as a result of the credit union exercising its option to add the amount of any overdraft to an existing loan owed by the business member or any of them, to the credit union; likewise, the business members approve and consent to the increasing of an existing loan amount by the union in the event it chooses to do so.
  - j. the credit union will thumbprint all non-members cashing member checks. The credit union will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine.
  - k. Checking packages may be changed periodically, and the change to the package type, benefits and any applicable fees will be effective immediately.
- l. monthly account statements are mailed or made available to you electronically at the end of each month.
  - m. all cancelled checks, regardless of origin, on GTE Financial accounts are truncated and not returned to the member.
  - n. Using your debit card to pay for purchases will place a hold in your checking account for the amount authorized for purchases. This hold will remain in effect until the actual transaction is received for payment or a maximum of 48 hours, whichever comes first.

TRUTH-IN-SAVINGS DISCLOSURE CHART

ACCOUNT TYPE	DIVIDENDS			BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method	See Item 6 of Truth-in-Savings Disclosure
Member Owner Share <sup>1</sup>	N/A	N/A	N/A	\$5.00	N/A	N/A	N/A	--
Business Share	Monthly	Monthly	Calendar Month	\$0.00	\$500.00 Aggregate Balance <sup>2</sup>	\$100.00	Daily Balance	Reg D Limitations Apply
Business Share Certificates	Monthly	Monthly	Monthly on Anniversary Date <sup>3</sup>	\$500.00	N/A	\$500.00	Daily Balance	Reg D Limitations Apply
Business Money Market	Monthly	Monthly	Calendar Month	\$0.00	N/A	\$100.00	Daily Balance	Reg D Limitations Apply
Business Essentials Checking	N/A	N/A	N/A	\$100.00	N/A	N/A	N/A	--
Business Premium Checking	N/A	N/A	N/A	\$100.00	\$5,000 Account Balance or \$50,000 Aggregate Balance <sup>2,4</sup>	N/A	N/A	--
Business Interest Checking	Monthly	Monthly	Calendar Month	\$1,000.00	\$50,000 Account Balance or \$150,000 Aggregate Balance <sup>2,5</sup>	\$0.00	Daily Balance	--
Business High Yield Savings	Monthly	Monthly	Calendar Month	\$0.00	N/A	N/A	Daily Balance	Reg D Limitations Apply
Non-Profit High Yield Savings	Monthly	Monthly	Calendar Month	\$0.00	N/A	N/A	Daily Balance	Reg D Limitations Apply

1 = Member Owner Share – required to establish membership | 2 = \$500.00 Aggregate Balance - combined savings, checking and loan balances | 3 = Monthly on Anniversary Date – the dividend period begins on the date the account was established and ends on the same date each month.

o. Any negative balance in your account(s) must be cleared within 45 days of the date the account balance dropped below \$0. Accounts not brought positive within that time may be closed and reported to a credit monitoring agency, which could affect your ability to open an account with another institution, or to obtain credit.

Refer to the Business Schedule of Current Charges for any fee related to products or services.

**Share Certificates**

Early withdrawal penalties apply if certificate funds other than dividends are withdrawn before the maturity date. There is a grace period of seven (7) calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. Early withdrawal on a Share Certificate with a term of one year or less receives up to a 90-day dividend penalty on the dollar amount withdrawn. Early withdrawal on an a Share Certificate with a term greater than one year receives up to a 180-day dividend penalty on the dollar amount withdrawn.

The 12-month Share Certificate includes an add-on feature. This feature allows for additional deposits of \$100 or more throughout the term of the Share Certificate, up to a maximum of \$6,000 per primary owner during a calendar year.

**Truth-in-Savings Disclosure**

The terms applicable to your account(s) at GTE Financial are included in this Truth-in-Savings Act (TISA) Disclosure. GTE Financial may offer other terms for these accounts from time to time. Except as specifically described, the following disclosures apply to all deposit accounts.

- RATE INFORMATION.** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on the account based on the dividend rate and frequency of compounding for an annual period. The Dividend Rate and Annual Percentage Yield on Business Share, Business Interest Checking and Business Money Market accounts may change monthly. The Dividend Rate and Annual Percentage Yield on Business Share Certificate accounts may change daily, but are locked in for the term of the account at the time of purchase. Current rates are published on our website, www.gtefinancial.org.
- NATURE OF DIVIDENDS.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
- DIVIDEND COMPOUNDING AND CREDITING.** The compounding and crediting frequency of dividends and dividend period applicable to each account as stated in the TISA Disclosure Chart. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.
- ACCRUAL OF DIVIDENDS.** For all accounts, dividends will begin to accrue on deposits on the business day you make the deposit to your account.
- BALANCE INFORMATION.** To open any account you must deposit or have on deposit at least the par value of one full share. The par value of one share is \$5.00. Some accounts may have additional minimum opening deposit requirements. The minimum opening deposit requirements applicable to each account are stated in the TISA Disclosure Chart. For all accounts, there is a minimum Daily Balance required to earn the Annual Percentage Yield disclosed for the dividend period. For accounts using the Daily Balance method as stated in the TISA Disclosure Chart, dividends are calculated by applying a daily periodic rate to the entire balance of the account each day.
- ACCOUNT TRANSACTION LIMITATIONS.** For Regular Business Share and Business Money Market accounts, no more than six (6) electronic payment transactions are allowed each calendar month. Transfers through phone and online banking systems, electronic debit transactions, transactions by personal check, and electronic overdraft payments are limited to six (6) per calendar month, after which transactions will not be completed and may be returned unpaid. Checking accounts are not subject to transaction limitations.
- FEE INFORMATION.** Certain fees may be assessed against your accounts. Refer to the Business Schedule of Current Charges for the amount of any fee that may be imposed in connection with your account.
- EFFECTS OF CLOSING ACCOUNT.** Accrued, but not yet credited dividends are paid at account closure.

**Negative Information Notice**

Federal law requires us to provide the following notice to members before any “negative information” may be furnished to a nationwide consumer reporting agency. “Negative

information” includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**Choice of Law**

This agreement is subject to applicable Federal Laws and the laws of the State of Florida (except to the extent that these agreements and disclosures vary such rules or laws). All State and Federal Laws that govern this account are not identified in this Agreement. Unless the law mandates or requires otherwise, all litigation shall be brought in the appropriate Court in Hillsborough County, Florida.

**Courtesy Pay Program**

Courtesy Pay is not a loan, which means that GTE Financial does not engage in credit underwriting as a basis of determining your eligibility for this service. Courtesy Pay is a non-contractual service offered and provided to GTE Financial members who are in good standing and have a checking account. Checking accounts will be automatically enrolled in the Courtesy Pay Program for checks and Automatic Clearing House (ACH) transfers. You may also opt out of Courtesy Pay for checks and ACH transactions by giving us written, electronic or verbal instructions. The Courtesy Pay limit on each account is calculated using eligibility factors that are risk-based and determined by GTE Financial using internal and confidential information, including your account history. Health Savings checking Accounts (HSA) are not eligible for Courtesy Pay.

If you wish for us to authorize Courtesy Pay coverage for ATM transactions and Debit card and point-of-sale (POS) transactions, you must opt-in by stopping by one of our community financial centers or by enrolling through online banking. This authorization can be revoked at any time by giving us written, electronic or verbal instructions. We do not authorize and pay overdrafts for ATM transactions or Debit Card POS transactions unless you ask us to. GTE Financial does not include available Courtesy Pay limits in the available balance provided by a member care advocate, at the ATM or point-of-sale (POS) terminal, or through Telephone or Online Banking.

The following is important information regarding your account balance, how transactions are posted to your account, and when an overdraft or NSF fee will be charged. You should read these disclosures carefully.

**YOUR CHECKING ACCOUNT BALANCE:** Your checking account has two kinds of balances: the “actual” balance and the “available” balance. Both can be checked when you review your account online, at most ATMs, by phone, or at a GTE Financial Community Financial Center. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the amount of money that is actually in your account at any given time. It reflects transactions that have posted to your account, but not transactions that have been authorized and are pending. While the term “actual” may sound as though the number you see is an up-to-date display of what is in your account and what you can spend, that is not always the case. Any purchases, holds, fees, charges, or deposits made on your account that have not yet posted will not appear in your actual balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50, which does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use without incurring an overdraft or NSF fee. The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will put a “hold” on your account for \$20. Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits the transaction for payment (which could be a few days later), we will post the transaction to your account, and your actual balance will be reduced by \$20.

**Available balance** is used to determine when your account is overdrawn. The following example illustrates how this works:

Again, assume your actual and available balances are both \$50, and you swipe your debit card at a restaurant for \$20. A hold is placed on your account, so your available balance is only \$30. Your actual balance is still \$50. Before the restaurant transaction is sent to us for processing, a check that you wrote for \$40 clears. Because you have only \$30 available (you have committed to pay the restaurant \$20), your account will be overdrawn by \$10, even though your actual balance is \$50. In this case, we may pay the \$40 check, but you will be charged an overdraft fee. That fee will be deducted from your account, further reducing both the actual and available balances.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, when a merchant obtains a debit card transaction authorization but then does not submit that transaction for payment within three (3) business days of authorization, we must release the authorization hold on your account. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

Giving us your consent to pay everyday debit card and ATM overdrafts may result in you incurring overdraft fees for transactions that we may otherwise be required to pay without assessing an overdraft fee. However, this would allow us to authorize transactions up to your Courtesy Pay limit rather than rejecting the transactions. GTE Financial authorizes and pays transactions using the available balance in your account. The available balance is comprised of the account ledger balance (collected funds) less any debit card holds, and does not include any deposited funds on hold. If the funds in the available balance are not sufficient to cover a transaction, any available overdraft protection and/or the amount of the Courtesy Pay limit, may be used to authorize and pay a transaction.

GTE Financial will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two to three business days) or as permitted by payment system rules. In some cases, the hold may differ from the amount of the transaction. When this occurs the hold may remain in place after the transaction settles, but in no case will the hold be in place for longer than three business days. If the account is overdrawn after the hold has been released and the transaction is posted to the available balance, an Overdraft Fee will be assessed.

Courtesy Pay requirements and limits are subject to change at any time without notice. Whether your overdrafts will be paid by Courtesy Pay is discretionary and GTE Financial reserves the right not to pay. For example, overdrafts are typically not paid if your account is not in good standing, or you are not making regular deposits. If an item is paid with Courtesy Pay, your account will be overdrawn and negative in the amount of the paid item, plus a Courtesy Pay fee for each item as set forth in the Schedule of Current Charges. More than one overdraft fee may be charged against the account per day depending on the number of items presented, and other withdrawals made from your account. The amount of your overdraft(s) and fee(s) both count towards your Courtesy Pay available balance. If you reach your Courtesy Pay limit, items subsequently presented for payment may be returned as NSF and you will be charged applicable fees.

When Courtesy Pay is used, the full amount of the overdraft balance plus related fees will be due immediately, but in no event more than 20 days after the date of the occurrence, at which time your Courtesy Pay privileges will be suspended and possibly terminated. If we do not receive a full payment from you within 45 days from the date of the occurrence, your checking account will be closed. If full payment is not received within 60 days from the date of the occurrence, your checking account will be forwarded to a collection agency for continued collection efforts and reported to a consumer reporting agency.

This service should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. In the event you would like to opt out of this service at any time, you can do so by calling us at 813-871-2690, or toll free at 888-871-2690. GTE Financial reserves the right to discontinue this service without prior notice.

## Transaction Posting Order

To help you avoid overdraft fees, here's how GTE Financial posts member transactions:

- Direct Deposit and ACH transactions are posted in the order in which they are received, with credit transactions (deposits) being posted before debit transactions (withdrawals).
- ATM transactions are posted in real-time when you initiate the transaction. That means that when you make a cash withdrawal from an ATM, those funds are immediately deducted from your account balance at the time of the transaction.
- Debit card transactions are posted in real-time as they are received. Note: A hold is placed on the account immediately for the amount of the transaction.
- Checks (share drafts) that you write are posted in the order that GTE Financial receives them in.

## Inactive, Dormant and Abandoned Accounts

An account from which you have not made a withdrawal, deposit, or transfer within the past 6 months may be classified inactive, and dormant after 24 months. Inactive/dormant accounts may be charged the Inactive/Dormant Member Account fee as set forth in the Schedule of Current Charges. GTE retains the right to impose and collect fees not previously assessed. Thereafter, we may cease to pay interest or dividends on dormant accounts unless otherwise required by applicable law. Accounts will continue to incur any monthly maintenance or other applicable fees until closed or terminated. You hereby authorize us to transfer funds from your available account to cover these fees as necessary. If your accounts become dormant and presumed abandoned as provided by the Unclaimed Property Laws, your accounts will be remitted to the state in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

## Postdated and Staledated Checks

We may pay any check without regard to its date. You agree not to deposit checks or other items before they are properly payable. We are not obligated to pay any check drawn on your account which is presented more than six months past its date.

## Returned Deposits & Payments

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If any deposited check is returned unpaid, we may send the check for payment again without returning it to you or notifying you of the nonpayment. We will not be liable for any loss resulting from a delay in notifying you of a dishonored check. If a late return is based on a forged endorsement or alteration, we may place a hold on your account until we make a final determination as to the validity of the claim.

You agree that when GTE Financial authorizes the cashing of a check for you, GTE Financial is authorized to hold that amount in any account or certificate you have with GTE Financial. If any check cashed fails to be paid promptly and is delivered to GTE Financial, you authorize the credit union to pay the amount of the check and to charge your account with the credit union, the amount paid. You agree that the delivery to you of any such unpaid check constitutes a full release and discharge to GTE Financial for the amount withdrawn from your account or added to the credit line.

## Right to Offset

**As a condition of GTE Financial's opening and your use of any card or account, you hereby grant GTE Financial a security interest in all shares and deposits with GTE Financial in which you have an ownership interest now or hereafter (other than an IRA or an account where this security interest would cause the loss of tax-exempt or tax-deferred status). The security interest is for all amounts owed to GTE Financial under the terms of the account. If you are in default under any term of such account, GTE Financial shall have a right to immediately seize your shares and/or deposits without notice or demand to you and to apply such funds to the amounts owed to GTE Financial.**

## Termination of Account & Membership

In addition to the other provisions in this agreement, we may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (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 account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all account owners to terminate a multiple party account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

You may terminate your membership by giving us written notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to GTE Financial or for abusive behavior.

## Your Ability to Withdraw Funds

We comply with Regulation CC regarding availability of funds on transaction accounts. Longer holds may apply to deposits into savings accounts.

1. Determining the Availability of a Deposit. The day on which you may withdraw funds is counted in business days from the business day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. However, if you make a deposit after 6:00 pm or on a day we are not open, we will consider the deposit made on the next business day we are open. If you make a deposit at an ATM that we own or operate before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM that we own or operate after 3:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.
2. Same Day Availability. Funds from the following deposits are available on the same business day that we receive your deposit:
  - Posted Electronic ACH/Direct Deposits/Wire Transfers

If you make the deposit in person to one of our employees (refer to Automated Teller Machine (ATM) Deposits for ATM deposits) funds from the following types of deposits are also available on the same business day we receive your deposit:

- Cash
- Checks drawn on GTE Financial

If you do not make your deposit in person to one of our employees funds from these deposits will be available on the first business day after the day of your deposit. It is your responsibility to verify when mailed funds were actually received by the credit union.

3. Next-day Availability. If you make the deposit in person to one of our employees (refer to Automated Teller Machine (ATM) Deposits for ATM deposits) funds from the following deposits are available on the first business day after the day of your deposit:
  - US Treasury checks that are payable to you
  - US Postal Service money orders that are payable to you
  - Federal Reserve Bank and Federal Home Loan Bank checks that are payable to you
  - Travelers Checks that are payable to you
  - State or local government checks that are payable to you
  - Cashier, certified, or teller checks that are payable to you if you do not make your deposit in person to one of our employees funds from these deposits will be available on the second business day after the day of your deposit. It is your responsibility to verify when mailed funds were actually received by the credit union.

4. Availability of Other Check Deposits. Our policy is to make funds available from other check deposits as follows:

The first \$200 from a deposit of checks other than those described above will be available on the next business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700 on a Monday, the \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday.

5. Automated Teller Machine (ATM) Deposits. When you make a deposit in an ATM, funds from deposit of US Treasury checks that are payable to you and checks drawn on GTE Financial will be available on the first business day after the day of your deposit. For other check deposits made at a GTE Financial ATM, the first \$200 of the deposit will be available by the next business day with the balance of the ATM deposit fully available no later than the second business day after the deposit is made. If you make a deposit at an ATM that we own or operate before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM that we own or operate after 3:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. For deposits made at an ATM not operated by GTE Financial, the balance of the ATM deposit will be fully available no later than the fifth business day after the deposit is made. For determining the availability of your ATM deposits, every day is a business day except Saturdays, Sundays, and federal holidays.
6. Longer Delays May Apply. Funds you deposit by check may be delayed for a longer period under the following circumstances:
  - We believe a check will not be paid.
  - You deposit checks totaling more than \$5,000 on any one day.
  - You redeposit a check that has been returned unpaid.
  - You have overdrawn your account repeatedly in the last six months.
  - There is an emergency, such as failure of communications or computer equipment.

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

7. Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first 30 days your account is open. Electronic direct deposits will be made available for cash withdrawal no later than the settlement date. Funds from cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks, will be available on the first business day after the day of the deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these 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 of your deposit. Funds from all other deposits will be available no later than the eleventh business day after the day of your deposit. New accounts open less than 30 days may withdraw up to \$100 from the ATM each day, if the funds are available.

## Automated Clearing House (ACH) Disclosures

### 1) Notice of Provisional Nature of ACH Payments:

GTE Financial may give you credit for automated clearing house (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until GTE Financial receives final settlement of the payment. You are hereby notified and agree that if GTE Financial does not receive such final settlement, it is entitled to a refund from you of the amount credited to you in connection with that ACH entry.

### 2) Notice Regarding Receipt of ACH Items:

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, GTE Financial will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

## Wire Transfer Agreement and Disclosure

This agreement is subject to Regulation J and Article 4A of the Uniform Commercial Code - Funds Transfers:

If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, GTE Financial and every receiving or beneficiary financial institution may rely on the identifying number to make payment. GTE Financial may rely on the number even if it identifies a financial institution, person or account other than the one named.

If GTE receives a funds transfer for you or for other persons authorized to have access to your account, you agree that GTE Financial is not obligated to provide you with next-day notice of the receipt of the funds transfer. GTE Financial will provide you with the notification of the funds transfer by including such items on periodic account statements.

If GTE Financial becomes obligated under Article 4A to pay dividends to you, you agree that the rate shall be equal to the dividend rate, on a daily basis, applicable to the account that the funds transfer should have been made from or to.

Wire transfer payment orders sent through the Fedwire system are processed on federal business days, Monday through Friday from 8:00am ET until 4:15pm ET. International wire transfer payment orders processed through the Catalyst Corporate FCU system are sent on federal business days, Monday through Friday from 8:00am ET until 2:30pm ET. It may take up to 24 hours to process a wire transfer once the Wire Department receives the wire transfer request including valid, legible photo ID. The wire transfer may be delayed or not processed if you do not have sufficient available funds in your account or if any other requirement is not met.

You agree that GTE Financial's liability in connections with your payment orders shall be limited to direct damages which are the result of it's failure to exercise ordinary care or it's willful

misconduct. To the maximum extent permitted by law, GTE Financial shall not be liable for events or circumstances beyond it's reasonable control or for indirect, special or consequential damages, even if GTE Financial is advised as to the possibility of such damages. You agree to hold GTE Financial harmless if funds are not received and credited due to incorrect or incomplete instructions or information. Once wire funds leave the United States, there is no guarantee of funds and research cannot begin for ten (10) business days. GTE Financial is not liable for any fees or service charges, including conversion to/from US dollars, by any institution or individual via which funds are routed.

## Unlawful Internet Gambling Notice

Federal Reserve Regulation GG prohibits the processing, through this account or relationship, of any unlawful internet gambling transactions, as described in the Unlawful Internet Gambling Enforcement Act of 2009. Restricted transactions generally include, but are not limited to, those in which credit cards, electronic fund transfers, checks or drafts are knowingly accepted by businesses in connection with the participation by others in unlawful internet gambling. Any accounts or relationships found to be in violation of Regulation GG will be subject to immediate closure.

## Electronic Funds Transfer (EFT) (No Access Device)

The types of EFTs available to you include, but are not limited to: deposits of employer direct deposit and payroll deduction; deposits of government payments; deposits to your account from another member's account in this credit union; payments out of your account to another member's account in this credit union and; Automated Clearing House transactions.

There are no limitations on the frequency and dollar amounts of the EFTs to a checking account. There are no charges for EFTs or the right to make EFTs. The effective date of transactions made using GTE Phone Banking and GTE Online Banking automated account management systems after close of business will be the next business day. Our normal business hours are from 9:00 AM - 6:00 PM, Monday through Friday. Federal holidays are not included.

As documentation of EFTs you will receive a monthly account statement (or if there are no EFTs, a statement at least quarterly).

We will not be liable, if, through no fault of our own, there is not enough money in your account to make the transfer; if the transfer would go over the credit limit on your overdraft line; and if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

Here are the circumstances under which we will disclose information to third parties about your account or the transfers you make:

Where necessary for completing transfers; in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; in order to comply with a government agency for court orders; if you give us your written permission.

Refer to our Business Schedule of Current Charges for any fee related to our products or services.

## GTE Online Banking Agreement and Disclosure

This Agreement and Disclosure provides information about GTE Financial's Online Banking service and contains the disclosures required by the Electronic Funds Transfer Act.

For the purpose of this document, "I", "me", "my", and "mine" shall refer to each Business Member who is eligible and signs up for GTE Online Banking and any persons authorized the Business Member to receive a login credentials.

"You", "your", or "Credit Union" shall refer to GTE Financial where the Business Member has the deposit account accessed through GTE Online Banking. All references to time of day in this Agreement and Disclosure refer to Eastern Standard Time.

### 1. Eligibility for Access

I may sign up for GTE Online Banking by visiting [www.gtefinancial.org](http://www.gtefinancial.org). I understand that in order to use GTE Online Banking, I must have an account in good standing with GTE Financial and GTE Online Banking login credentials.

### 2. Equipment and Technical Requirements

I understand that to have PC access, I am required to acquire the equipment necessary. However, if two or more persons are joint owners or authorized users of my accounts accessed through GTE Online Banking, and have login credentials, each may have access to those accounts through GTE Online Banking with only one PC software package. In addition, if eligible members residing in my households have accounts with different numbers and with access to different accounts, they may use a single software package. In that case, each member will have secure access to only his/her accounts by entering their login credentials

### 3. General Information About GTE Online Banking

I may use GTE Online Banking virtually any time, day or night, 7 days a week with my login credentials to perform (but not be limited to) the following: (1) view the recent history of my deposit and loan accounts, (2) review year-to-date earned dividends and maturity dates, (3) verify balances, payments processed and due dates on credit cards (4) review tax information for the current year, (5) make transfers from one account to another electronically, and (6) make a withdrawal by check. However, GTE Online Banking may be temporarily unavailable due to Credit Union record updating, or technical difficulties. The service is discussed further in the Online Service Agreement located at [www.gtefinancial.org](http://www.gtefinancial.org). There is a dollar limit of \$9,999.99 (or available balance in my checking account) on any payment balance, whichever is less, on any intra-bank transfer. I authorize you to charge my designated account(s) for any transaction accomplished through the use of GTE Online Banking, including the amount of any payment or transfer that I make, and charges for the service. I authorize you to transfer funds electronically between my designated account(s) according to my instructions initiated through GTE Online Banking.

### 4. Transfers Between Credit Union Accounts

In compliance with Regulation D, there is no limit on the number of transactions you may

make in the following manner: (i) transfers to any loan account with the Credit Union; or (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. However, payments from your share account by check overdraft, debit point-of-sale overdraft, pre-authorized electronic debit through the automated clearing house (ACH), and transfers from share or special share account to share or checking using GTE Phone Banking, GTE Online Banking, by phone or pre-authorized automated transfers are limited to six (6) per calendar month.

(A pre-authorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through ACH). Limited transactions after six per month will be denied and/or returned unpaid and a fee may be imposed.

#### 5. Account Information

I may check the balance(s) of any credit union accounts I designated to access through GTE Online Banking. I may get a listing of transactions (an "interim statement") posted on my account for the last two months.

#### 6. Service Fees

##### Monthly Service Fee

You may charge me a monthly service fee for use of GTE Online Banking. The amount of the fee is set forth in the Business Schedule of Current Charges.

#### 7. Liability for Failure to Perform Transaction

You will not be liable, for instance, if:

- through no fault of yours, my account does not contain sufficient available funds to make the payment or transfer.
- the equipment, phone lines, or computer systems were not working properly or were temporarily unavailable.
- circumstances beyond your control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that you have taken.
- a court order or legal process prevents you from making a transfer or payment.
- You have a reasonable basis for believing that unauthorized use of my login credentials or designated account have occurred or may be occurring, or if I default under any Agreement with you or if you or I terminate this Agreement.

There may be other exceptions stated in your Agreement with me.

If any of the circumstances listed in subparagraph 7 shall occur, you shall assist me with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed, or to correct transactions that have been incorrectly processed.

#### 8. Documentation and Verification of Payments and Transfers

- Upon completion of a transaction using GTE Online Banking, I should record the scheduled date and transaction amount in my check register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through GTE Online Banking.
- Periodic Statements: Information concerning GTE Online Banking transactions will be shown on my normal statement for the account to and from which transfers or transactions are made. I will get a statement monthly, unless there are no electronic funds transfers in a particular month.

In any case, if my account is a share or money market account, I will get a statement at least quarterly.

## GTE Online Banking General Terms and Conditions

BY SIGNING THE BUSINESS ACCOUNT AGREEMENT, USING MY LOGIN CREDENTIALS, OR AUTHORIZING ANY OTHER PERSON TO USE YOUR LOGIN CREDENTIALS TO ACCESS GTE ONLINE BANKING SERVICE AT GTE FINANCIAL, YOU APPLY FOR PERSONAL COMPUTER GTE ONLINE BANKING SERVICE AND AGREE TO THE TERMS AND CONDITIONS OF THE FOLLOWING GTE ONLINE BANKING AGREEMENT AND DISCLOSURES.

- I am responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which I access using GTE Online Banking. You can terminate my GTE Online Banking privileges without notice to me if I do not pay any fee required in this Agreement and Disclosure when due or if I do not comply with those agreements. The regulations governing my share accounts are set forth in this Business Account Disclosure, a copy of which I received upon opening my credit union account, which is also included in this package, and which is available from any community financial center location or by calling the credit union at 813.871.2690 or 1.888.871.2690, ext. 40401.

I hereby agree to all the applicable terms and conditions in the Business Account Disclosure.

#### 2. Change In Terms:

This Agreement may be amended by the Credit Union at any time in its sole discretion. You will receive notice of amendments are required by applicable law without restatement of the terms herein.

#### 3. Termination:

The Credit Union may close my account at any time. The Credit Union will attempt to give me reasonable notice. However, reasonable notice will depend on the circumstances and in some cases, it might be reasonable for the Credit Union to give me notice after the account closure becomes effective.

When I close my account, I am responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

GTE Online Banking and the login credentials are the property of the Credit Union which may, without liability to me or advance notice (except as required by applicable law), terminate or limit any or all uses of the login credentials and/or GTE Online Banking. I may not use the login credentials or GTE Online Banking after the Credit Union terminates the login credentials or my use of GTE Online Banking.

4. I agree to pay all charges to my Account, Line of Credit and/or Loan made by me or any person authorized by me to use the login credentials. I agree to pay any fees and charges assessed against my Account, Line of Credit and/or Loan under the terms of this Agreement, the Business Schedule of Current Charges and any other agreement with Credit Union. If I do not pay any amounts owed to the Credit Union under this Agreement (including any overdrafts on my account), I authorize the Credit Union, in its sole discretion, to add any amount owing to Credit Union to the balance of any Loan or Line of Credit I have with the Credit Union.

5. I agree to indemnify the Credit Union for any amounts, including but not limited to expenses, court costs and attorney fees, incurred by the Credit Union in the event of an overdraft or my failure to perform according to the provisions of this Agreement. I agree to hold the Credit Union harmless for any failure of the GTE Online Banking system due to electronic, mechanical or similar problems beyond the control of the Credit Union.

6. Delivering the login credentials to another person constitutes authorization of that person to conduct any GTE Online Banking transaction or inquiry on my Account, Line of Credit and/or Loan using GTE Online Banking. I shall be liable for all authorized GTE Online Banking transactions.

7. I will hold my login credentials in strict confidence. I will notify the Credit Union immediately of loss or theft of the login credentials. If the Credit Union receives such notice, the Credit Union may, in its discretion, freeze my account, Line of Credit or Loan to prevent further electronic access. The Credit Union may, at its discretion, reissue and reactivate a new login credentials for my use.

8. To be effective, any waiver or modification of any term or condition stated in this Agreement must be in writing and signed by an authorized officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.

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

10. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Florida and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which the Credit Union's principal place of doing business is located.

If legal action is necessary to enforce this Agreement or collect any amounts owed to the Credit Union or fees or charges assessed under this Agreement, the Credit Union has the right, subject to applicable law, to payment by me of all attorney's fees and costs, including fees on any appeal and any post-judgment actions. I agree that such legal action may be filed and heard in the county and state in which the Credit Union's principal place of doing business is located, if allowed by applicable law.

## Liability For Unauthorized Transfers:

I am liable for unauthorized GTE Online Banking transactions if Credit Union processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which I and the Credit Union agreed, unless otherwise required by law. I will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of the GTE Online Banking or any login credentials. This means my liability for the unauthorized use of GTE Online Banking or a login credentials could be greater than the liability in a consumer transaction. I accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Tell Credit Union AT ONCE if I believe login credentials have been compromised, lost or stolen.. Telephoning is the best way of keeping possible losses down. I could lose all the money in the Account (plus the maximum overdraft line of credit as applicable). If login credentials are lost, stolen, or used without my permission, you agree to notify us immediately and to promptly confirm such notice in writing. If I do not notify the Credit Union within 30 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to me, the Credit Union will be entitled to treat the information in the periodic statement as correct, and I will be precluded from asserting otherwise.

Contact in Event of Unauthorized Transfer. If you believe your login credentials has been lost or stolen or that someone has transferred or may transfer money from your account without permission, call 813.871.2690 or 1.888.871.2690 ext. 40401 during regular business hours or 1.800.449.7728 toll free after business hours and weekends or write: GTE Financial, P. O. Box 172599, Tampa, FL 33672-0599.

Consequential Damages. The Credit Union will not be liable to me or any third party for any consequential or incidental damages resulting from the unauthorized use of the GTE Online Banking login credentials.

## Error Resolution:

I agree to examine receipts and periodic statements using ordinary care and to report any errors or problems to Credit Union within a reasonable time.

I agree that the time to examine the statement and report to the Credit Union will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement containing the error or problem was first mailed or made available to me. If I do not report within 30 days, the Credit Union will be entitled to treat such information as correct and I will be precluded from asserting otherwise. The Credit Union will only recredit your account for errors or problems as required by law.

Call or write the Credit Union immediately with errors or questions about electronic transfers at the telephone number or address listed in this Agreement. If notice is provided to the Credit Union orally, the Credit Union may require the complaint or question in writing within 14 business days.

If the Credit Union receives timely notice of an error or problem in a periodic statement, the Credit Union will investigate the matter and notify me of the results as soon as reasonably possible under the circumstances.

If there is any legal proceeding or action taken in connection with your account, including but not

limited to such as subpoenas, court orders, or garnishments, the Credit Union will comply and will have no liability to you because it has done so. All cost, expenses and attorney's fees incurred by the Credit Union will be an obligation of yours to the Credit Union. At its discretion, the Credit Union is authorized to set off any said amount against any of your accounts or add the amount to any of your loans outstanding, in addition to any other rights the Credit Union has against you pursuant to applicable laws and this Agreement.

### **Information and Disclosure:**

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

- (a) Where it is necessary for completing 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 agency or court orders, or
- (d) If you give us your written permission.

### **Right to Receive Documentation:**

- (a) Terminal Transfers-you can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines, unless the transfer is \$15 or less.
- (b) Periodic Statements-you will get a monthly statement, unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

### **Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your account on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If the transfer would go over the credit line on your overdraft account.
- c. If the automated teller machine where you are making the transfer does not have enough cash.
- d. If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- e. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- f. There may be other exceptions stated in our agreement with you.

**Any notice required or appropriate may be given to you at your last address known to us.**

### **Foreign Check Collections**

Foreign check(s) being sent for collection by GTE Financial are subject to the following collection process. Check(s) drawn on financial institutions outside the United States are sent by GTE Financial to a third party processor for collection. GTE Financial receives "provisional" credit for these items from the processor less a \$40.00 fee for processing and other fees deducted from the drawee (foreign) institution. The processing collection fees will be deducted prior to the funds being deposited into your account. Our Funds Availability Policy does not apply to any foreign check. This means it is possible that GTE Financial receives credit for these check(s) before the collection process is complete. The check is not negotiated for actual payment until it reaches the drawee (foreign) institution.

GTE Financial is unable to guarantee or estimate the time it will take to collect these funds as we have NO CONTROL over the response time from the other financial institution. GTE Financial is also unable to guarantee or estimate the time it will take for a foreign item to be returned and charged back to your account.

Warning: The actual amount of final payment to exchange your foreign check is determined based on the exchange rate provided to GTE Financial by a third party processor. Therefore, the exchange rate used to convert our check to US dollars cannot be guaranteed by our third part processor or GTE Financial. The exchange rate used may not be similar to exchange rates published in the newspaper, on the internet, World Market Rates table or any other published source.

NOTIFICATION ALERT/WARNING: There is no pre-determined or regulated time limit on return items drawn on non-U.S. financial institutions. These items could be returned several months after they are provisionally negotiated. The time it takes for a foreign check to be returned to GTE Financial can vary, therefore it may take several months before a foreign check is returned and charged to your account. The member assumes responsibility for any difference in the exchange rate between and the returned check amount.