



# Member Account Agreement & Disclosure

## Terms and Conditions

### IMPORTANT- PLEASE READ CAREFULLY AND RETAIN FOR YOUR RECORDS

This Agreement is a contract between you and GTE Federal Credit Union dba GTE Financial ("GTE/GTE Financial," "Credit Union," "Us," or "We") that sets forth the terms and conditions under which all GTE depository, loans, savings, share drafts each of which is an "Account" is made available to you.

By indicating your acceptance of these Terms and Conditions, the Privacy Notice, and the Electronic Communication Disclosure (collectively, the "Agreement") and by establishing, using, or continuing to have an Account at GTE, you agree to be bound by the terms and conditions contained in the Agreement, as may be amended from time to time, including but not exclusive to the Arbitration and Funds Availability provisions in these Terms and Conditions. You also agree to pay all charges incurred as set forth in the "Truth-in-Savings and Fee Schedule" Section of these Terms and Conditions and any other fees applicable to your Account. For a Multiple-Party Account, you agree that one (1) Accountholder indicating his/her acceptance of the Agreement shall be deemed acceptance of the Agreement by all Accountholders. By establishing an Account, you are confirming that you have read the Agreement and any and all information you have provided or that has been or will be provided by you or on your behalf, in relation to your Account or the transactions in your Account, is true and accurate. If any provisions in other Account Documents are inconsistent with these Terms and Conditions, these Terms and Conditions will govern. Please read the Agreement and all Account Documents carefully. You may print these Terms and Conditions for your reference.

### IMPORTANT LEGAL NOTICE

These Terms and Conditions contain an Arbitration Provision. Unless you reject the Arbitration Provision, it will govern your Account. The Arbitration Provision (including instructions for rejecting the Arbitration Provision and an explanation of how and when the Arbitration Provision will become effective if you do not reject it) is set forth at the end of these Terms and Conditions.

THE ARBITRATION PROVISION MAY SUBSTANTIALLY LIMIT OR AFFECT YOUR RIGHTS. PLEASE READ THE ARBITRATION PROVISION CAREFULLY AND KEEP IT FOR YOUR RECORDS.

Upon your receipt of this disclosure, you also agree to abide by the GTE I bylaws and any amendments thereof. **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.**

The GTE Financial Board of Directors may change the dividend rate on any GTE Financial account at any time. 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 your GTE Financial savings accounts, please go to our website at [www.gtefinancial.org](http://www.gtefinancial.org), contact Member Care at 813.871.2690 or 1.888.871.2690 ext. 40401, or visit any Community Financial Center.

Continued use of your account indicates your receipt of and agreement to these terms and conditions disclosed in this Account Agreement and Disclosure. You agree that the credit union, its agents, or service companies may monitor and/or record any telephone communications with you to ensure quality. You understand that if you cause GTE Financial a loss, your account(s) could be closed, including share, share draft, share certificate and/or Money Market accounts. For your protection, proper identification may be required for any account transaction.

## Membership Eligibility

To be eligible for membership in the Credit Union, you must be an individual or entity qualifying with the Credit Union's field of membership. You authorize GTE Financial to check your account, credit and employment history, and obtain a credit report from third parties; including credit reporting agencies, to verify your eligibility for the accounts and services offered by the Credit Union.

## 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. The Member Owner Share account does not accrue interest.

## Minimum Relationship Balance

In the cooperative spirit of fairness, and in an effort to obtain mutually beneficial relationships with fully participating members you will not be charged a monthly minimum relationship balance fee if any of the following apply:

- > The primary account owner is under age 22 or age 65 and over
- > You maintain a minimum relationship of \$500 in combined deposit and loan balances
- > Your account has been opened for less than 90 days
- > You have an HSA Checking Account
- > You have a Go Premium Checking Account
- > You have a Go Further Checking Account
- > You have a Go Full Access Checking Account
- > You have a Go Student Checking Account

## 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).

## Joint Accounts

If your account(s) is in two (2) or more names, it is a joint account. Each named person will have equal powers with respect to a joint account. You agree that any funds in a joint account can be paid to any of the joint owners of the account. This payment and any other transaction can be made on the order of instruction of any of the joint owners, whether or not the other owner is alive at the time of payment. On the death of any joint owner, the funds in the account will pass to the surviving joint owners(s).

GTE Financial may honor checks or orders drawn by, or withdrawal requests from, any of owner during the lifetime of all owners. We may also honor withdrawal requests from the survivor after the death of any owner. We can also act on any of the instructions of any owner not to pay any funds from the account. If we have received such a notice, we will have the right to refuse further payment except on a final court order or a release acceptable to us signed by all joint owners. Each joint owner appoints the other as his agent to withdraw or conduct business for the account. If in connection with the account there is any liability to us, each joint owner will be responsible to us for the amount of the liability. We may be required by law to freeze or remit funds held in your account to satisfy a judgment, levy or court order entered against, or other valid debts incurred by any owner of the account. In following these rules, If GTE Financial makes a payment from your account to any joint owner, you release GTE payment you release GTE Financial from liability. If one or more of the joint owners owes GTE Financial payment that is due, we can, to the extent permitted by law, use the funds in the joint account to pay the debt. Once a joint account is opened, one owner may not add another owner, and cannot remove another from the account, except by written notice from all owners of the account. Any joint owner has the right to close the account.

## Checking Agreement

Only checks and other methods approved by the Credit Union may be used to withdraw funds from a checking account. GTE Financial is under no obligation

TRUTH-IN-SAVINGS DISCLOSURE CHART

ACCOUNT TYPE	DIVIDENDS	BALANCE REQUIREMENTS	ACCOUNT LIMITATIONS	RATES & APY					
	Compounding & Crediting of Dividends	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	Rate	APY
Member Owner Share <sup>1</sup>	N/A	N/A	\$5.00	N/A	N/A	N/A	--	N/A	N/A
Regular Savings	Monthly	Calendar Month	\$0.00	\$500.00 Aggregate Balance <sup>2</sup>	\$100.00	Daily Balance	Reg D Limitations Apply	\$0.01-\$99.99   0.00% \$100.00-\$99.99   0.05% \$500+   0.05%	\$0.01-\$99.99   0.00% \$100.00-\$99.99   0.05% \$500+   0.10%
Future Change Savings	Monthly	Calendar Month	\$0.00	N/A	\$100.00	Daily Balance	Reg D Limitations Apply	\$0.01-\$100   0.00% \$100+   0.10%	\$0.01-\$100   0.00% \$100+   0.05%
Special Savings	Monthly	Calendar Month	\$0.00	N/A	\$100.00	Daily Balance	Reg D Limitations Apply	\$0.01-\$100   0.00% \$100+   0.10%	\$0.01-\$100   0.00% \$100+   0.10%
Early Saver	Monthly	Calendar Month	\$0.00	N/A	\$0.00	Daily Balance	Reg D Limitations Apply	\$0.01-\$500   0.05% \$500+   0%	\$0.01-\$500   0.05% \$500+   0%
IRA Savings	Monthly	Calendar Month	\$0.00	N/A	\$2,500.00	Daily Balance	Reg D Limitations Apply	\$0-\$2,499.99   0.00% \$2,500-\$9,999.99   0.05% \$10,000-\$99,999.99   0.05% \$100,000 & Over   0.05%	\$0-\$2,499.99   0.00% \$2,500-\$9,999.99   0.05% \$10,000-\$99,999.99   0.05% \$100,000 & Over   0.05%
Share Certificates	Monthly	Monthly on Anniversary Date <sup>3</sup>	\$500.00	N/A	\$500.00	Daily Balance			
IRA Share Certificates	Monthly	Calendar Month	\$500.00	N/A	\$500.00	Daily Balance	Reg D Limitations Apply	6 month   0.01% 12 month   0.01% 18 month   0.05% 24 month   0.10% 30 month   0.15% Step Up 30 month   0.10% 36 month   0.20% 48 month   0.25% 60 month   0.30%	6 month   0.01% 12 month   0.01% 18 month   0.05% 24 month   0.10% 30 month   0.15% Step Up 30 month   0.10% 36 month   0.20% 48 month   0.25% 60 month   0.30%
Money Market	Monthly	Calendar Month	\$0.00	N/A	\$2,500.00	Daily Balance	Reg D Limitations Apply	\$0-\$2,499.99   0.00% \$2,500-\$9,999.99   0.00% \$10,000-\$49,999.99   0.05% \$50,000-\$99,999.99   0.05% \$100,000 & Over   0.05%	\$0-\$2,499.99   0.00% \$2,500-\$9,999.99   0.00% \$10,000-\$49,999.99   0.05% \$50,000-\$99,999.99   0.05% \$100,000 & Over   0.05%
High Yield Money Market	Monthly	Calendar Month	\$0.00	N/A	\$10,000.00	Daily Balance	Reg D Limitations Apply	\$0.01-\$9,999.99   0.00% \$10,000-\$99,999.99   0.05% \$100,000 & Over   0.05%	\$0.01-\$9,999.99   0.00% \$10,000-\$99,999.99   0.05% \$100,000 & Over   0.05%
Go Premium w/ GTE Secure	Monthly	Calendar Month	N/A	N/A	\$0	Daily Balance	-	\$0-\$3000.00 = 0.10% <sup>4</sup> > \$3000.00 = 0.00%	\$0-\$3000.00 = 0.10% then > \$3000.00 = No Yield Earned
Go Full Access	N/A	N/A	N/A	N/A	N/A	N/A	-	N/A	N/A
Go Student	N/A	N/A	N/A	N/A	N/A	N/A	-	N/A	N/A
Go Further	N/A	N/A	N/A	N/A	N/A	N/A	-	N/A	N/A
Health Savings Account (HSA) Checking	Monthly	Calendar Month	\$0.00	N/A	\$0.00	Daily Balance	--	0.05%	0.05%
52-Week Savings	Monthly	Calendar Month	\$0.00	N/A	\$100.00	Daily Balance	Reg D Limitations Apply	Monthly	Calendar Month

1 Member Owner Share - required to establish membership.  
 2 \$500 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.  
 4 Must deposit \$500 and complete 15 credit or debit transactions per month.

to pay a check that exceeds the balance in the checking account or a check on which the date is more than six months old. We will assume that all checks presented against a checking account for payment are payable on demand. We will not be liable to you for paying a postdated check prior to the date of the item. GTE Financial reserves the right to pay a check that is presented in good faith regardless of the original date of the check. GTE Financial will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. Except for negligence, GTE Financial is not liable for any action it takes regarding the payment or non-payment of a check. You agree to use care in safeguarding your unsigned checks against theft. You agree to tell us immediately if any checks are missing. Any discrepancy or error on any item shown on a statement of the checking account must be reported to the credit union, in writing, within 30 days of the day following the date the statement was mailed or posted electronically with the exception of discrepancies or errors related to EFT (Electronic Funds Transfer) transactions (as defined by Federal Regulation E); which must be reported within 60 days of the day following the day the statement is mailed or posted electronically. Discrepancies or errors reported within the specified time period will be reviewed, investigated and corrected in adherence with applicable statute and/or in the case of EFT errors and discrepancies, adhering to the error resolution process set forth in Federal Regulation E. A checking account shall be subject to fees and transaction limitations as disclosed in the Account Agreement and Disclosure and the Schedule of Current Charges.

Using your debit card to pay for purchases will result in a hold being placed on the funds 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 has passed, whichever comes first. 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.

## Go Premium Checking

Account fees are applied monthly and cannot be waived. Dividend postings are made on last day of each month. To qualify for monthly dividends, account holder must be enrolled in eStatements, deposit \$500 from a non-GTE account, and complete 15 combined GTE debit or credit card transactions in the previous month (cash advances and balance transfers excluded).

## Go Full Access Checking

Account fees are applied monthly. Said Fees may be waived only if account holder is enrolled in eStatements, and deposited \$500 from a non-GTE account or completed 15 combined GTE debit or credit card transactions in the previous month (cash advances and balance transfers excluded). Fee is also waived if the primary account holder is the primary account holder of a Go Premium account.

## Go Further Checking

Account fees are applied monthly. Fees may be waived if account holder is enrolled in eStatements, deposited \$500 from a non-GTE account, and completed 15 combined GTE debit or credit card transactions in the previous month (cash advances and balance transfers excluded).

## Share Certificates and IRA 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 or IRA 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 a Share Certificate or IRA Share Certificate with a term greater than one year receives up to a 180-day dividend penalty on the dollar amount withdrawn.

## Home Loan Savings Account

Home Loan Savings Account (HLSA) credits earned towards closing costs are not valid until 1 year after account opening and must be used on the purchase of a mortgage at GTE Financial. Credits must be used within 5 years of account opening or any earned closing credits expire. Account must maintain the corresponding balance to keep the reward until closing. Failure to maintain the corresponding balance will result in the loss of the closing credits until the balance is restored. The most credits any person can use towards a mortgage is \$1,000. No more than one HLSA account may be owned by any person and credits may only be applied toward closing from one HLSA per mortgage even if more than one persons each with their own HLSA is applying for the same mortgage. This account is considered a special savings account.

## 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 which you reside and in accordance with that state's laws. 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.

## 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.

- 1. 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 all Savings Accounts, Checking, and Money Market accounts may change monthly. The Dividend Rate and Annual Percentage Yield on Certificate accounts (share and IRA) may change daily, but are locked in for the term of the account at the time of purchase. The Dividend Rates and Annual Percentage Yields are the rates and yield as of the end of the last month. Current rates are published on our website, [www.gtefinancial.org](http://www.gtefinancial.org) and through GTE mobile.
- 2. NATURE OF DIVIDENDS.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period.
- 3. 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.
- 4. ACCRUAL OF DIVIDENDS.** For all accounts, dividends will begin to accrue on deposits on the business day you make the deposit to your account.
- 5. 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.
- 6. ACCOUNT TRANSACTION LIMITATIONS.** For Regular Share Savings, Special Share Savings, IRA Plus and 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.
- 7. FEE INFORMATION.** Certain fees may be assessed against your accounts. Refer to the Schedule of Current Charges for the amount of any fee that may be imposed in connection with your account.
- 8. EFFECTS OF CLOSING ACCOUNT.** Accrued, but not yet credited dividends are paid at account closure.

## Choice of Law

This Agreement is subject to and shall be interpreted in accordance with applicable Federal Laws and the laws of the State of Florida without consideration of any conflict of law provisions (except to the extent that these rules vary any permitted by law). All disputes involving this Agreement shall be resolved in accordance with the Arbitration Provision below, or to the extent that the Arbitration Provision is inapplicable, brought in the Court of appropriate jurisdiction in Hillsborough County, Florida.

## Communication

Any conflict between what you or our employees may say or write will be resolved by reference to this Account Agreement and Disclosure. All written and oral communication will be in English. If any non-English documents are presented to you or if any conversations are had with you in a language other than English, it is as a courtesy and does not obligate us to present any future documents or conduct future business with you in any language other than English except as otherwise required by law. We may monitor and record any telephone conversation with you at any time without further notice to you, as allowed by law. The decision to record any conversation shall be solely at our discretion and we shall have no liability for doing so or failing to do so. You agree that should your accounts or loans become delinquent or have a negative balance, GTE Financial or its agents may contact you using any methods as allowed by law including but not limited to telephone calls to any number that you provided; online chat via Online Banking; email, text, SMS, or other electronic forms of communication, such as pre-recorded or artificial voice calls or messages. You agree that these same methods may also be used for marketing purposes by GTE Financial. You also agree that you shall be solely responsible for any fees charged by your internet or cellular provider that you incurred through such contact.

## Courtesy Pay Program

We understand that members may sometimes experience non-sufficient funds (NSF) situations on their accounts. An NSF situation occurs when a debit item is presented to GTE for payment and, at the time GTE processes the item for payment and posting to the member's account, the account has insufficient available funds to pay the item. Please note that GTE may authorize a debit item, including a debit card transaction, several days or more before a merchant, financial institution, or payment processor presents the item to GTE for payment. An NSF situation will occur if the member's account has insufficient funds to pay the item at the time that GTE processes the item for payment even if the account had sufficient funds to pay the item at the time that GTE authorized the item.

GTE Financial offers checking (share draft) account holders an additional overdraft service known as Courtesy Pay. Courtesy Pay may be used after other overdraft sources have been exhausted.

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 service offered and provided to GTE Financial, in GTE's sole discretion, to 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 either at 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 opt-in. 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 Fee or a Returned Item Fee will be charged as a result of an NSF occurrence. 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 Fee or Returned Item 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.

Your **available balance** is used to determine the sufficiency of funds in your account for authorizing transactions. Your available balance is also used to determine when an NSF situation occurs. 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 payment, 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. If we return the check, you will be charged a Returned Item Fee. In either situation the 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 a 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, separately, 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 two 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 Overdraft Fee for each NSF occurrence 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 NSF occurrences 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 a Returned Item Fee for each NSF occurrence.

GTE Financial may return debits (e.g., ACH payments) submitted for payment against the checking account if the amount of the debit exceeds the funds available (including any Courtesy Pay Limit) in the checking account. Each time we return a debit for insufficient funds, we will assess a Returned Item Fee in the amount shown on the current Member Schedule of Current Charges. The entity that submitted the debit may resubmit the debit to GTE Financial even if we have already returned the prior debit for insufficient funds in the checking account. If the resubmitted debit again exceeds the funds available in the checking account, GTE Financial again will return the debit, resulting in an additional Returned Item Fee, or will pay the debit, resulting in an Overdraft Fee. Thus, you may be charged multiple Returned Item Fees and Overdraft Fees in connection with a single debit that results more than one NSF occurrence.

Please note that Courtesy Pay limits, Returned Item Fees, and Overdraft Fees apply each time an item is presented to GTE for payment. For example, if you have authorized a merchant to charge your account or have written a check, and the charge is rejected because you have insufficient funds and have reached your Courtesy Pay limit (or have opted-out of Courtesy Pay), and the merchant later resubmits the charge or check when your account still has insufficient funds, you will be charged the disclosed fee each time. When GTE charges a fee for an NSF occurrence, the charge reduces the available balance in your account and may cause your account to be overdrawn or increase the amount by which it is overdrawn

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 NSF occurrence for all accounts except for our College Accounts, which are due in 10 days after the date of the NSF occurrence, at which time your Courtesy Pay privileges will be suspended and possibly terminated if the full amount due is not paid. If we do not receive a full payment from you within 45 days from the date of the NSF occurrence, your checking account will be closed. If full payment is not received within 60 days from the date of the NSF occurrence, your checking account may 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.

## Overdraft Transfers

You may elect to enroll in GTE Financial's Overdraft Transfer program. The Overdraft Transfer program allows members to designate an Overdraft Transfer account from which GTE Financial may attempt to transfer funds to another designated account when the other designated account has insufficient available funds to pay a transaction. If there are sufficient funds in the Overdraft Transfer account to pay the transaction in the other account, you will be charged the Overdraft Transfer fee identified in the Member Schedule of Current Charges. If the funds in the Overdraft Transfer account are insufficient to pay the transaction in the other account, the funds available in the Overdraft Transfer account will be transferred, you will be charged the Overdraft Transfer fee, and you will be charged an NSF fee as described under the Courtesy Pay Program.

## Transaction Posting Order

To help you avoid Overdraft Fees and Returned Item Fees, here's how GTE Financial typically 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.
- > PIN based debit card transactions and checks which are converted by a merchant to ACH transactions are posted in real-time as they are received.
- > For signature based debit card transactions, a hold is placed on the account immediately for the amount of the 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 two business days.
- > Checks (share drafts) that you write are posted in the order that GTE Financial receives them in.

## 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, originated ACH debits that are returned unpaid, and for any other Issues causing your deposit to be returned unpaid. 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.

## Right to Offset

As a condition of GTE Financial 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

- 1 In addition to the other provisions in this agreement, we may terminate your account at any time in accordance with applicable law 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. Amendments to this Agreement will be communicated to you in a manner consistent with applicable law. Also, this Agreement, as amended, will be made available on our website.

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.

## ARBITRATION

You agree that either party may elect to arbitrate- and require the other party to arbitrate-any Claim/Cause of action that applies to any facts, from the past, present and or future under the following terms and conditions.

- A RIGHT TO REJECT:** You may reject this Arbitration Agreement by mailing a signed written letter of rejection to GTE Financial, Attention Office of the General Counsel, 711 E. Henderson Avenue Tampa, FL 33602 within sixty (60) days after the date of your first deposit. Any letter of rejection must include your name, address, telephone number and Account number,
- B IMPORTANT WAIVERS:** If you or we elect to arbitrate a Claim, you and we both waive the right to: (1) have a court or a jury decide the claim; (2) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; (3) ACT AS PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (4) JOIN OR CONSOLIDATE CLAIM(S) WITH CLAIMS INVOLVING ANY OTHER PERSON IN COURT OR IN ARBITRATION. Other rights are more limited in arbitration than in court or are not available in arbitration. The waivers in subsections (2)-(4) above are called "Class Action and Multi-Party Waivers." The arbitrator shall have no authority to conduct any arbitration inconsistent with the Class Action and Multi-Party Waivers or to issue any relief that applies to any person or entity except you or us individually.
- C DEFINITIONS:** In this Arbitration Agreement, the following definitions will apply:

"You" and "your" refer to the person or persons to whom the Account is titled and who are authorized users on the Account as provided for in this Agreement.

"We," "us," and "our" mean GTE, our successors, affiliates or assignees, and all officials, officers, directors, employees, agents and representatives thereof. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as investors or potential investors, credit bureaus, credit insurance companies, closing agents, escrow agents, insurance agents, loan originators, rating agencies, loan servicers, debt collectors, loan guarantors, or officers.

"Claimant" means the party who first asserts a Claim in a lawsuit or arbitration proceeding.

"Administrator" means either the American Arbitration Association (the "AAA"), 120 Broadway, Floor 21, New York, NY 10271, [www.adr.org](http://www.adr.org), or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <http://www.jamsadr.com/>, or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. You get to select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within twenty (20) days after we give you notice that we are electing to arbitrate any Claim (or, if you dispute our right to require arbitration of the Claim, within twenty (20) days after that dispute is finally resolved). If you do not select the Administrator on time, we may do so. Notwithstanding any language in this Arbitration Agreement to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action and Multi-Party Waivers.

"CLAIM" means any legal claim, dispute or controversy between you and us that arises from or relates in any way to the Account, including any dispute arising before the date of this Arbitration Agreement and any dispute relating to: (1) the imposition or collection of principal, interest, attorneys' fees, collection costs or other fees or charges relating to the Account; (2) other provisions of this Terms and Conditions Agreement; (3) any application, enrollment, disclosure or other document relating in any way to this Account or the transactions evidenced by this Account; (4) any insurance or other service or product offered or made available by or through us in connection with this Account, and any associated fees or charges; (5) our methods of soliciting your business; and (6) any documents, instruments, advertising or promotional materials that contain information about this Account or any associated insurance or other service or product. This includes, without limitation, disputes involving alleged fraud or misrepresentation, breach of contract or fiduciary duty, negligence or other torts, or violation of statute, regulation or common law. It includes disputes involving requests for injunctions, other equitable relief or declaratory relief. However, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. Also, "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, this sentence, the Class Action and Multi-Party Waivers, or subparts (A) and (B) of the provision titled "Survival, Primacy, Severability"); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Terms and Conditions Agreement, as a whole; any such Claim is for the arbitrator, not a court, to decide.

**D Electing or Requiring ARBITRATION:** A Claimant may elect arbitration of a claim by initiating an arbitration in accordance with the Administrator's rules. The other Party may elect arbitration by giving written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Arbitration Agreement and the applicable rules of the Administrator then in effect. It will be up to the Claimant to commence the arbitration proceedings. Even if all the parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge, unless we and you agree otherwise.

**E LOCATION AND COSTS:** Any arbitration hearing that you attend will take place in a location that is reasonably convenient to you. We will consider (and generally honor) any good faith request to bear the fees charged by the

Administrator and the arbitrator. Each party must normally pay the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration.

**F DISCOVERY; GETTING INFORMATION:** Either party may obtain from the other party prior to the hearing any information available under the Administrator's rules or any relevant information the arbitrator determines should in fairness be made available.

**G EFFECT OF ARBITRATION AWARD:** Any state or Federal court with jurisdiction and venue may enter an order enforcing this Arbitration Agreement, enter judgment upon the arbitrator's award and/or take any action authorized under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the "FAA"). For any arbitration-related proceedings in which courts are authorized to take actions under the FAA, each party hereto expressly consents to the non-exclusive jurisdiction and venue of any state court of general jurisdiction or any state court of equity that is reasonably convenient to me, provided that the parties to any such judicial proceeding shall have the right to initiate such proceeding in Federal court or remove the proceeding to Federal court if authorized to do so by applicable Federal law. The arbitrator's award will be final and binding, except for: (1) any appeal right under the FAA; and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000 (including claims where the cost of any requested injunctive or declaratory relief would potentially exceed \$50,000), any party may appeal the award to a three- arbitrator panel appointed by the Administrator, which will reconsider de novo any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Except as provided in Paragraph (e) above, the appealing party will pay the Administrator's and arbitrator's costs of the appeal. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this agreement.

**H GOVERNING LAW:** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Agreement and the Administrator's rules.

**I SURVIVAL, PRIMACY, SEVERABILITY:** This Arbitration Agreement shall survive closure, termination or dormancy of your Account. In the event of any conflict or inconsistency between this Arbitration Agreement and the Administrator's rules or the Terms and Conditions Agreement governing the Account, this Arbitration Agreement will govern. If any portion of this Arbitration Agreement cannot be enforced, the rest of the Arbitration Agreement will continue to apply, except that (A) the entire Arbitration Agreement (other than this sentence) shall be null and void with respect to any Claim asserted on a class, representative or multi-party basis if the Class Action and Multi-Party Waivers are held to be invalid, subject to any right to appeal such holding, and (B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action and Multi-Party Waivers prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

**J NOTICE OF CLAIM; RIGHT TO RESOLVE; SPECIAL PAYMENT:** Prior to initiating, joining or participating in any judicial or arbitration proceeding, whether individually, as a class representative or participant or otherwise, regarding any Claim, the Claimant shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and loan or account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

If: (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) we refuse to provide the relief you request; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$5,100 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled under this Arbitration Agreement or applicable law).

K Notwithstanding any provisions of the Account Agreement to the contrary, any amendments to or termination of this Arbitration Agreement do not apply to a Claim of which we have received written notice on or prior to the effective date of any such amendments or termination.

## 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 p.m. 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 6:30 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 6:30 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 \$225 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 \$225 of the deposit is available on Tuesday. The remaining \$475 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 \$225 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 6:30 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 6:30 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.

GTE ATMs, and other ATMs in the Co-Op Network, can be identified by the GTE logo as well as by information regarding a GTE fee notice and funds availability standards. Images of the GTE ATMs may also be viewed by visiting [www.co-opfs.org/Shared-Branches-ATMs](http://www.co-opfs.org/Shared-Branches-ATMs). GTE proprietary ATMs can be found at GTE Community Financial Centers, which you can find at [www.gtefinancial.org/locations](http://www.gtefinancial.org/locations).

GTE will not charge you for use of an in network ATM to withdraw funds from your account.

You agree to pay all ATM transaction fees as outlined in the Fee Schedule. GTE will charge you per occurrence (each time you make a withdrawal) for withdrawals conducted at a non-network ATM. See fee Schedule for the exact fee amount. This fee is in addition to any fees the non-network ATM operator may charge for such transactions.

GTE also charges you each time you conduct an account balance inquiry online or at a non-network ATM machine. You understand and agree that We will charge you a fee for each balance inquiry made at an out-of-network ATM and a separate fee for each Cash Withdrawal or Transfer made at an out-of-network ATM, even if the balance inquiry and withdrawal or transfer are made during the same visit. We may subtract these fees from your Available Balance, even if the fee makes your Available Balance negative. See fee Schedule for the exact fee amount. In addition to fees charged by Us related to Your use of out-of-network ATMs, the owner or operator of the out-of-network ATM may also charge You one or more separate additional fees for the ATM transaction, and the out-of-network ATM owner or operator may charge you a fee for a balance inquiry even if you do not complete a fund transfer or withdrawal.

**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 \$5,525 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 \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks, will be available 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 \$5,525 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 \$5,525 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.

**8. Large Cash Withdrawals.** GTE reserves the right to limit the amount of cash you may withdraw at a Community Financial Center Branch. If you intend to make a large cash withdrawal you must provide us with reasonable notice. If your withdrawal is larger than average or creates an additional risk to the credit union, a cash servicing company may be utilized to complete the transaction at a predetermined time and place with an accompanying service charge for utilizing this service. GTE may offer to make payment to you with a bank check or wire transfer. GTE will not provide personal protection for you if you elect to carry large sums of money off our premises. You will do so at your own risk.

## 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.**

## 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, if GTE Financial does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. GTE charges you for all ACH transfers or account- to-account (A2A)/external transfers. See fee disclosure for fee amount. You may avoid GTE's ACH transfer fees by allowing payees to directly pull funds via ACH debit from your account. Payees initiating ACH debits from your account may charge their own fees for such transactions. You should consult with your individual payees regarding any such fees.

### 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.

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

## 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 Financial 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 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 its failure to exercise ordinary care or its willful misconduct. To the maximum extent permitted by law, GTE Financial shall not be liable for events or circumstances beyond GTE Financial'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)

The types of EFTs available to you are, online banking, telephone transfers, ACH or electronic check conversion and 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; 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). You may also telephone us at 813.871.2690 or 1.888.871.2690 ext. 40401, or use online banking or GTE mobile to determine whether or not a transfer has occurred.

We will not be liable if, through no fault of ours, you do not have 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, flood, power outage or other business interruption events) 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 Schedule of Current Charges for any fee related to our products or services.

## Right to Stop Payment of Pre-Authorized Transfers

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at 813.871.2690 or 1.888.871.2690 ext. 40401, or writing us at GTE Financial, P. O. Box 172599, Tampa, FL 33672-0599, in time for us to receive your request three (3) business days or more before payment is scheduled to be made. If you call, we may also require you to put your request in writing and send it to us within 14 days after your call. Refer to our Schedule of Current Charges for any fee related to our products or services

If these regular payments may vary in amounts, the person you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

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.

## GTE Financial MasterCard® Debit Card, ATM Card Agreement

### Automated Teller Machine/Cash Machine Regulation E Disclosure

Acceptance, retention, or use of the GTE Financial MasterCard Debit Card or GTE Financial ATM Card by you constitutes an agreement between GTE



Financial and you as follows:

- 1 **Services:** You may use your card in automated teller machines as designated by GTE Financial. At the present time you may use your GTE Financial card to:
  - A Withdraw cash from your savings or checking accounts, Money Market accounts and line of credit loans. MasterCard Debit Cards and ATM Cards have a daily ATM withdrawal limit of \$500.
  - B 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 6:30 PM 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 6:30 PM 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.

Note: ATM cards issued after May 2008 do not have deposit capability.

- C Transfer funds between savings, checking or line of credit accounts, line of credit loans and Money Market accounts.
  - D Pay for purchases at places that have agreed to accept the card. Some of these services may not be available at all terminals.
- 2 **You agree:**
- A To abide by the rules and regulations as from time to time amended for GTE Financial and participating ATM networks relating to use of the card, which rules and regulations are binding upon you.
  - B That GTE Financial and the networks follow all instructions given to the machines.
  - C That the card is the property of GTE Financial and will be delivered to GTE Financial immediately upon request.
  - D The use of the card may be terminated by GTE Financial at any time without notice.
  - E You may withdraw up to \$500 from the terminals each 24 hour period, if the funds are available.
  - F New Accounts open less than 30 days may withdraw up to \$100 from the terminals each day, if the funds are available.
  - G The PIN (Personal Identification Number) issued to you is for your security purposes. The number is confidential and should not be disclosed to third parties or recorded on the card.
  - H Using the 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.
  - I When you use an ATM not owned by us, you may be charged a fee by the ATM operator [or any network used] (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## In Case of Errors or Questions About Electronic Transfers

Telephone us at 813.871.2690 or 1.888.871.2690 ext. 40401, or write us at P. O. Box 172599, Tampa, Florida 33672-0599 as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- A Tell us your name and account number.
- B Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- C Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days (20 business days if your account has been opened less than 30 days) after we hear

from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if your account has been opened less than 30 days) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if your account has been opened less than 30 days) for the amount you think is in 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 10 days, we may not credit your account.

If we decide that 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 we used in our investigation.

## Liability Disclosure

You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, device, or your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, passwords, or other means of identification. We reserve the right to block access to the services to maintain or restore security to GTE Financial and our systems if we reasonably believe your access codes have been or may be compromised or are being used or may be used by an unauthorized person(s).

Tell us AT ONCE if you believe your EFT service, device or card has been lost or stolen or if you believe someone has used your device, card or PIN or otherwise accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your service, device, card or card number without your permission, your liability for an unauthorized transaction is determined as follows. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone accesses your accounts without your permission. If you do NOT tell us within the two business days and we can prove we could have stopped someone from accessing your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time.

**If you believe your ATM Card or PIN 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 or write: GTE Financial, P. O. Box 172599, Tampa, FL 33672-0599.**

Additional Limits on Liability for GTE Financial MasterCard Debit Card when used for point-of-sale transactions as a credit card: 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 GTE Financial MasterCard Debit Card, when used for point-of-sale transactions if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use," means the use of your GTE Financial MasterCard Debit Card by a person, other than you, who does not have actual implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard. These provisions for liability do not apply to MasterCard Commercial claims, MasterCard or PLUS ATM transactions, or cards issued outside the United States.

**If you believe your GTE Financial MasterCard Debit Card or PIN has been lost or stolen, 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 us at GTE Financial, P. O. Box 172599, Tampa, FL 33672-0599.**

## Notice and Cure

Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Agreement or your Account (a "Claim"), the party asserting the Claim (the "Claimant") shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Any Claim Notice to you will be sent in writing by mail to the address you have provided us (or any updated address you have subsequently provided to us). Any Claim Notice to us shall be sent by mail to the following address: GTE Financial, Attention Office of the General Counsel, 711 E. Henderson Avenue, Tampa FL 33602. Any Claim Notice you send must give

your Account number(s), address and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

## Jury Trial Waiver

TO THE EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THESE RULES OR YOUR ACCOUNT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT THE JURY TRIAL WAIVER IN THE ARBITRATION PROVISION (IF YOU DO NOT REJECT IT).

## Business Days and Hours:

Our normal business hours are 9:00 AM - 6:00 PM, Monday through Friday. Federal holidays are not included.

## 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 receive a monthly statement, unless there were no transfers in a given month. (You will receive a statement at least once a quarter.)

## 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 actual 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 For indirect, special or consequential damages, even if GTE Financial is advised as to the possibility of such damages.
- G 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 Foreign Collection Item fee as disclosed in the Member Schedule of Current Charges for processing and any other fees deducted by 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.

## Foreign Currency Transactions; Currency Conversion.

Any transaction made in a currency other than U.S. dollars will be billed to you in U.S. dollars. The conversion rate in dollars will be a rate selected by the card company from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card company itself receives, or the government-mandated rate in effect for the applicable central processing date in each instance. A foreign transaction is any transaction where a merchant is located outside of the United States, or which you or a merchant completes a transaction on your card outside of the United States. All transactions processed in a currency other than U.S. dollars, regardless of where or how the transaction is initiated, whether online, over the phone or in person or otherwise, will be charged foreign transaction fees (including Foreign Currency Conversion and Foreign Non-Currency Conversion fees) in the amount disclosed on the Member Schedule of Current Charges (as amended from time to time). Foreign transaction fees shall be charged on the full U.S. dollar transaction amount. The full U.S. dollar transaction amount includes any fees imposed by the vendor or processor.

## Unintended Deposits and Overpayments

If you have received a credit to any deposit account or debit to any loan account which was inadvertent or for which you are not the intended recipient, or you receive an overpayment (meaning the amount applied to your deposit or loan account exceeds the amount actually deposited or paid), you agree to immediately notify GTE of the unintended debit/credit or overpayment. You also agree that you will not withdraw or otherwise remove the unintended deposit or overpayment from the account into which it was deposited. You agree that you are required to return the full amount of the unintended deposit or overpayment by which you were unjustly enriched regardless of whether you knew or suspected it was an unintended deposit or overpayment, and regardless of any oral representations made by any GTE Financial representative to the contrary. If you fail to return the full amount of any unintended deposit or overpayment, you agree that you shall be liable to GTE for any amount you failed to return and any fees, costs, interest and expenses, including reasonable attorney's fees and court costs, associated with the recovery of such funds by GTE Financial.



# Personal Information Disclosure

## What does GTE Federal Credit Union DBA GTE FINANCIAL do with your personal information?

### WHY

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### WHAT

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- > Social Security number and Transaction History
- > Account Balances and Account Transactions
- > Credit History and Mortgage Rates and Payments

### HOW

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons GTE Financial chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE	SHARED?	CAN YOU LIMIT?
<b>Everyday business purposes</b> process transactions, maintain account(s), respond to court orders, legal investigations, or report to credit bureaus)	Yes	No
<b>Marketing purposes</b> offer our products and services to you	Yes	Yes*
<b>Joint marketing with other financial companies</b>	Yes	Yes*
<b>Our affiliates' everyday business purposes</b> info about your transactions and experiences	Yes	Yes*
<b>Our affiliates' everyday business purposes</b> info about your creditworthiness	No	We Don't Share
<b>Nonaffiliates to market to you</b>	No	We Don't Share

### To limit our sharing or questions

Call 813.871.2690 or 888.871.2690 ext.40401

### Please note:

If you are a new member we can begin sharing your information 30 days from the date we sent this notice. You may contact us at any time to limit our sharing of printed and electronic marketing materials tailored specifically for you.

## Who we are

Who is providing this notice?

GTE Financial

## What we do

### How does GTE Financial protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

### How does GTE Financial collect my personal information?

We collect your personal information, for example, when you

- > Open an Account or Show Your Driver's License
- > Apply for a Loan or Make a Wire Transfer
- > Give us Your Employment History

We also collect your personal information from others, such as, credit bureaus, and other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- > Sharing for affiliates' everyday business purposes—information about your creditworthiness
- > Affiliates from using your information to market to you
- > Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- > Our affiliates include companies with a GTE name.

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- > GTE Financial does not share with nonaffiliates so they can market to you.

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- > Our joint marketing partners include investment, insurance and other financial services companies.



## E-Consent Disclosure

### Electronic Signature in Global and National Commerce (E-SIGN) Disclosure and Consent to do Business Electronically

**Agreement:** By selecting the "I Accept" box below, you agree to be bound by the terms and conditions of this Agreement. GTE Federal Credit Union DBA GTE Financial ("Credit Union" or "we") may modify this Agreement from time to time in its sole discretion, and such modifications shall be effective immediately upon delivery to you in electronic format.

You specifically consent and agree that we may, in our sole discretion, provide all disclosures, agreements, contracts, periodic statements, tax documents, credit card and mortgage statements, receipts, modifications, changes in terms, amendments, billing statements and all other evidence of our transactions and accounts with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You understand that electronic records may include information about you and your account(s), including, but not limited to, your name, address, account numbers, check numbers and balance information. **We may post any or all electronic records on our home Online Banking site accessed from our website, [www.gtefinancial.org](http://www.gtefinancial.org). If we post electronic records on our website, we will send a notice to you within Online Banking alerting you of the posting of such records. You agree that you will log into GTE Financial's Online Banking at least once every thirty (30) days to ensure you receive such notices. You agree to provide us with your external e-mail address and to keep the Credit Union advised of your current e-mail address at all times.** If we post electronic records on our Online Banking site, the electronic records will remain available for at least ninety (90) days. We reserve the right to send any or all records to you in paper form to your current postal mailing address in our file.

You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. At any time, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records, write us at: GTE Financial, ATTN: Member Care Department, P.O. Box 172599, Tampa, FL 33672-0599. A fee to request paper copies of these electronic records may be imposed as set forth in your Fee Schedule.

**EXCLUSION OF WARRANTIES:** CREDIT UNION IS PROVIDING ELECTRONIC RECORDS "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. CREDIT UNION DOES NOT WARRANT THAT ELECTRONIC RECORDS ARE ERROR-FREE, OR THAT ACCESS TO AND USE OF ELECTRONIC RECORDS WILL BE UNINTERRUPTED OR ERROR-FREE.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL CREDIT UNION BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF ELECTRONIC RECORDS, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF CREDIT UNION HAS BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON CREDIT UNION, CREDIT UNION'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR ELECTRONIC RECORDS. THE FOREGOING SHALL CONSTITUTE CREDIT UNION'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

You may not assign this Agreement to any other party. Credit Union may assign this Agreement in its sole discretion without your consent. Credit Union may also, in its sole discretion and without your consent, assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

This Agreement is governed and shall be construed in accordance with the laws of the State of Florida, excluding its choice of law rules. In the event legal action is necessary to enforce this Agreement, the prevailing party has the right to

payment by the other party of reasonable attorney's fees and costs, including any appeal and post-judgment actions, as applicable. Except as prohibited by applicable law, you and Credit Union agree that such legal action shall be filed and heard in Hillsborough County, Florida. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Hillsborough County, Florida. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

**Equipment and Software Requirements:** To receive electronic records, you need a computer with the latest version of Adobe Acrobat Reader, (this is a free download available on our eStatement download screen) and internet access using the latest version of Microsoft Edge or Google Chrome, or by requesting any electronic funds transfers, internet banking, other electronic records, services or transactions. To do so you must submit any application or agreement to us electronically or by emailing us, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic records we provide.

**"E-mail" Communication:** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to your response(s) to any e-mail or other electronic communication which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication. We may respond to an e-mail communication provided by you to either the address provided with the communication or the e-mail address set forth below.

Any e-mail returned to us as undelivered may be re-sent to you via the Message Center unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

**Electronic Signature:** By selecting the "I Accept" button below, you consent and agree that your User Name and authorized Online Banking password, which were used to access this agreement, constitute your signature, acceptance and agreement to the terms and conditions provided in this agreement, as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.