

## UNIVERSAL ACCOUNT AGREEMENT AND DISCLOSURES

Notice to Members: The laws and regulations governing the financial services we provide are complex. To insure your understanding of our relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please read this document carefully, and feel free to ask any questions regarding these terms and conditions. Be sure to read Section 15 of the General Terms and related provisions to ensure you understand the pledge of shares to the credit union and the credit union's right to set-off against funds in your account(s). All owners of joint accounts pledge 100% of all shares to secure both individual and joint debts or obligations. Also, carefully review Sections 26 and 27 of the General Terms which address when services may be suspended or terminated.

Active Military Members and Dependents: Any terms or conditions herein contrary to the Military Lending Act ("MLA") are void for the period(s) during which you are entitled to the protections of the MLA.

Please also note that the terms of this Agreement may change from time to time as provided for in this Agreement and Applicable Laws.

### **BINDING ARBITRATION OF CLAIMS AND DISPUTES AGREEMENT AND CLASS ACTION WAIVER**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN AND UNLESS YOU CHOOSE TO OPT-OUT, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH IN THIS AGREEMENT). PLEASE READ THIS PARAGRAPH AND SECTION 32 OF THE GENERAL TERMS CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY TO DECIDE ANY CLAIM OR DISPUTE; AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES; AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. SEE SECTION 32 OF THE GENERAL TERMS FOR COMPLETE DETAILS.

This agreement ("Agreement") covers your and our rights and responsibilities concerning accounts Grow Financial Federal Credit Union ("credit union") offers. In this Agreement, the words "you" and "yours" mean anyone who signs a Universal Account Agreement Signature Card, Account Update or Change Card, or similar document (collectively referred to as "Account Card"). The words "we," "us," and "our" mean the credit union. The word "account" means any one or more share or other accounts you have with us. The word "savings" means any share account you have with us. The word "checking" means any share draft account you have with us. This Agreement explains the rules governing your membership and accounts with us. It is supplemented by the other agreements that you enter into when you open your accounts, such as the Funds Availability Policy, Truth-in-Savings Disclosures, Electronic Funds Transfer Disclosures, and others. All your agreements and transactions with us are also governed by various applicable federal and state laws and regulations. Applicable Laws or Applicable Law shall include: any and all laws, regulations, and rules of the United States, Visa Bylaws and regulations, NACHA (The National Automated Clearing House Association) Operating Rules, network operating regulations, and any and all laws of the applicable state as it relates to your account, as the same may be amended and in effect from time to time; and you agree that such Applicable Law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement. By signing the Account Card and/or by continuing to use the accounts and services provided by us, each of you, jointly and severally, agree to the terms and conditions in this Agreement, the Account Card; the Rate Schedule; the Fee Schedule; any Account Receipt or similar document; and Certificate, Certificate Summary or similar document; our Courtesy Pay Disclosures; our Bylaws and policies; and any amendments or changes to these documents from time to time which collectively govern your Accounts. Any change shall be immediately effective unless otherwise required by Applicable Law. All such documents are hereby incorporated by reference as if fully set forth herein.

## GENERAL TERMS

### 1. APPLYING FOR MEMBERSHIP AND OPENING ACCOUNTS.

**a) Membership Eligibility; Application.** To join the credit union, you must meet the membership requirements including the purchase and maintenance of at least one share (membership share) as set forth in the credit unions bylaws. Your membership will terminate if you close this account. You agree to complete a Membership Application and you authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies and consumer reporting agencies, to obtain copies of a credit report to verify your eligibility for membership and the accounts and services you request.

**b) Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, as well as to protect you from Identity Theft, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your drivers license or other identifying document. We may also ask for picture ID, passwords, PINs, or other means of identification and authentication whenever you initiate any transaction with us. You authorize the credit union to make a copy of your photo ID (excludes Military and federal government ID) for our records. We may refuse to open any account or to grant any request if you fail to provide adequate identifying or authenticating information, or we have a good-faith cause to believe that you are not the person you are purporting to be or are otherwise not authorized to open the account or initiate the transaction, and we will not be liable for any loss or expense you may incur due to our refusal.

### 2. ACCOUNTS.

We offer a variety of deposit and transaction accounts. Requirements of the accounts such as term, minimum opening deposit or minimum balance requirements, fees, and penalties are set forth in detail in your Truth-in-Savings Disclosure; Rate Schedule; Fee Schedule; this Agreement; and other agreements that you may have with us. Ownership of the accounts may be held in a number of ways, such as individually, jointly, in trust, etc. Your account type(s) and ownership features are designated on your Account Card at account opening.

Not all accounts or services may be offered at any given time. The following describes the types of accounts that are generally available at the credit union.

**a) Savings, Checking, and Money Market Accounts:** Savings and checking accounts are subject to ChexSystems approval. You may open one or more share or savings accounts, checking accounts, or money market accounts, and club accounts. Club accounts are accounts that help you save for holidays, vacations, or other special purposes. Some of the accounts available earn dividends while others do not. If the account is a dividend-bearing account, disclosures and terms regarding accrual, crediting, and compounding will be provided in the Rate Schedule or similar document at the time you open your account. All transactions are subject to and in accordance with this Agreement and all other agreements you have with us, including, but not limited to, the Funds Availability Policy; Truth-in-Savings Disclosure; Rate and Fee Schedule; EFT Agreement and Disclosures; and Wire Transfer Agreement.

**b) Share Certificate Accounts:** Share Certificate accounts have stated maturity dates, and funds in those accounts are subject to early withdrawal penalties if funds are withdrawn prior to the maturity date. Exact terms of the particular account will be provided at the time of account opening. If you maintain sufficient funds in the account for the full term in accordance with your agreements, at the end of the term we will pay you the principal amount you deposited, plus dividends on account earnings in accordance with this Agreement. If you withdraw all or part of your funds from this type of account before the certificate account matures, we will charge you an early withdrawal penalty. That penalty is generally deducted from the dividend that has accrued on the account but may be deducted from the principal, particularly if a sufficient amount of dividend to pay the penalty has not accrued. We may at our sole discretion grant you permission to withdraw funds early; if such permission is granted, it will be granted only at the time you request an early withdrawal.

Unless otherwise stated when you open the account, your share certificate will automatically renew at each maturity date for a period of time equal to the original term and on the same conditions as the original account. The dividend rate applicable to the renewal term shall be that rate that is applicable to a new account on like terms in effect at the time the account renews. You can prevent an automatic renewal by providing us written notice or by withdrawing or transferring the funds on or within 10 days after the maturity date. If funds are withdrawn within 10 days after the maturity date, no penalty will be assessed. We may call an automatically renewing account for payment at the end of the original term or any renewing term, and any dividends added to it for compounding will stop earning dividends on the effective date of the call. If the account is not automatically renewing, no dividends will be earned after the stated maturity date. We will send you a notice on or before the maturity date of your account(s) advising you of the upcoming maturity date and the options available to you.

**c) IRA and Coverdell Education Savings Accounts.** IRA accounts are individual retirement accounts and Coverdell ESA accounts are used to save for your child's college education. There may be restrictions on contributions, withdrawals, and other features of the accounts according to federal law and guidelines. Funds may be tax deductible and/or tax-deferred. We do not provide tax advice; you should consult with a qualified tax advisor regarding any funds you may have in these accounts. You may be required to sign a separate agreement upon opening these accounts. The Coverdell ESA may only be opened on an account already established in the name of the minor and only one adult may be named as the Responsible Individual on the account which may change to the child at the age of majority if this was chosen when the account was established. There is no joint owner on a Coverdell ESA.

**d) Health Savings Account.** Health Savings Accounts are individual accounts offered by the credit union to plan, save, and pay for health care expenses with tax-advantaged funds. These accounts are subject to availability and restrictions, including federal tax law.

**e) Individual Accounts.** An individual or single-party account is an account owned by one person, including an individual, corporation, trust, or other organization qualified for credit union membership. If the account owner dies, the owner's interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary or trust beneficiary, subject to other provisions of this Agreement and Applicable Law.

**f) Joint Accounts with Survivorship.** An account owned by two or more persons is a joint account with the right of survivorship and is not owned as "tenants in common" or "tenancy by the entirety." You are not permitted to change the account ownership to anything other than a joint account with right of survivorship. This means when one owner dies, all sums in the account pass to the surviving owner(s). A surviving owner's interest is subject to our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

- i. Control of jointly owed accounts. We reserve the right to require all owners to sign the Account Card. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all but \$1.00 of the funds in the primary savings account and all funds out of any other account, request stop payment (s) on items, or transfer all or any part of the shares without the written consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act. Fees may apply.

The following activities are reserved for the primary owner of joint accounts:

- Close primary savings unless the member is a minor or deceased
- Open an IRA or IRA certificate (they may open accounts of their own where they are the primary account owner)
- Remove a joint owner at any time without requiring their consent

- ii. Joint owner accounts and owner liability. If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the jointly owned account regardless of who contributed them.

**g) Beneficiary Designated Accounts.** Any account established at the credit union is considered a revocable trust account and is an instruction to us that such single or jointly owned account funds are payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, payable to any named and surviving beneficiary(ies) (POD beneficiary(ies)). Beneficiaries have no ownership interest in the account. Beneficiaries will be paid the funds in the account as of the date of death of the last account owner, and any dividends accrued after the date of death of the last owner may be reversed prior to the payout of the funds to the beneficiary(ies). A Beneficiary's interest is subject to our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by the account owner/grantor, even if a beneficiary did not consent to it. If percentages are not indicated for each POD beneficiary, accounts payable to more than one surviving beneficiary are owned equally by such beneficiaries without rights of survivorship. The share of any beneficiary who predeceases the account owner will be split equally among the remaining living POD beneficiaries. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs) or Health Savings Accounts (HSAs), which accounts are governed by a separate beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiaries' interest in any account, except as otherwise provided by law. In addition, if any POD beneficiary is not of legal age at the time the account is to be paid to the POD beneficiary hereunder, then the credit union may, in its discretion, pay said amounts to any one parent or legal guardian of such POD beneficiary or as otherwise allowed by Applicable Law; and upon such payment, you agree that the credit union is released from any and all claims and obligations and shall be indemnified. If all named POD beneficiaries pre-decease the account owner(s) the applicable funds shall be paid to the estate of the last surviving account owner. It is further agreed that upon the vesting of any interest in any right of a POD beneficiary all sums payable shall be subject to any right of set-off between the credit union and the POD beneficiary.

**h) Accounts for Minors.** We require any account established for a minor to be a jointly owned account with an individual that has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or other amounts on such account. The joint owner must be otherwise eligible for membership in the credit union. We may require the minor to sign the Account Card if (s)he is so capable; otherwise, the adult shall sign the Account Card on behalf of the minor, as well as in his or her own capacity. We may pay funds directly to the minor without regard to her minority. Unless the minor's parent, grandparent, or legal guardian is an account owner, this individual shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. Once the minor reaches the age of majority, the account shall be treated as a joint account.

**i) Business Accounts.** Accounts held in the name of a business entity, organization, or member for business or commercial purposes. These accounts are governed by the Business Account Agreement.

**3. AGENCY (Trust, Power of Attorney, Guardianship) DESIGNATION ON AN ACCOUNT.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. With the exception of a Trustee's credit union voting rights, an agent has no ownership interest in the account(s). We have no duty to inquire about the use or purpose of any transaction made by the agent. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or

damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection.

#### **4. DEPOSIT OF FUNDS REQUIREMENTS.**

**a) Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to accept checks missing endorsements of any owners if we choose. If a check or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check or item as though it is payable to either person. If any insurance, government or other check requires an endorsement as set forth on the back of the check, we may require endorsement as set forth on the item. You agree to restrictively endorse any item transmitted through the credit union's mobile app as "FOR MOBILE DEPOSIT ONLY" or as otherwise instructed by credit union. Endorsements must be made on the back of the share draft or check within one-and-a-half inches from the trailing edge, although we may accept endorsements outside this space. We may disregard all information on or any writing or memorandum attached to any check or item except for your signature, the amount and information that is magnetically encoded. This includes any restrictive legend or endorsement. However, any loss or expense we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

**b) Third-Party Checks.** We may, in our sole discretion, refuse to honor any third-party check deposited to your account. If the credit union accepts any third party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or indorse in our presence.

**c) Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not responsible for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection and any items and their proceeds will be handled in accordance with applicable Federal Reserve and Clearing House rules and other Applicable Law. Items drawn on an institution located outside of the United States are handled on a collection basis only. We further reserve the right to refuse or return any item or funds transfer. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

**d) Final Payment.** All items including checks, Automated Clearing House (ACH) transfers or other transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account as set forth in the Fee Schedule. Any collection fees or expenses we incur, including attorneys' fees, may be charged to your account. You acknowledge and agree that we may charge-back your account even if it causes your account to have insufficient funds, and you agree to replenish the funds in your account and to pay any and all overdraft, return, or non-sufficient funds fees and charges. You specifically agree that we may exercise our security interest and right of set-off against any other deposit accounts that you have with us to recover any of these amounts. We reserve the right to refuse or return any item or funds transfer. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder is reflected on your periodic statement shall be deemed sufficient notice.

**e) Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**f) Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

#### **5. ACCOUNT ACCESS.**

**a) Authorized Signature.** Your written or electronic signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. However, we are not required to check the signature for authenticity unless our internal policies and procedures require us to, and you agree that failure to do so does not constitute failure on our part to exercise ordinary care. If you have authorized the use of a facsimile signature, we may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person, and we will not be liable for any issues arising from such honor. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction. You are responsible for the use and safeguarding of the facsimile signature device, your checks, and your access codes and as such, you specifically agree that you are in the best position to determine whether your facsimile signature has been used without your consent, or a counterfeit facsimile signature device has been used, or your signature has been forged. Therefore, you are required to make a good-faith effort to review any and all statements and items or checks returned to you or made available to you for any unauthorized use of your electronic, mechanical, or facsimile signature.

**b) Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., by writing a check; using an ATM or debit card at point-of-sale or at an automated teller machine; in person; by mail; by automatic or preauthorized transfer, ACH, wire transfer or other electronic transfer; by telephone or online banking or bill pay services, or other means made available to you). We may return as unpaid any check drawn on a form we do not provide, and you are responsible for any loss we incur in handling such a check. We have the right to review and approve any form of power of attorney and may restrict or refuse account withdrawals or transactions. We are under no obligation to honor any power of attorney or to verify the scope, authenticity, or validity of any power of attorney.

**c) ACH & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The credit union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution (see your ACH and Wire Transfer terms and conditions, as applicable, for more information).

**d) Examination.** We may disregard any information on any check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**e) Limitation of Access.** We may limit services and/or access to your accounts, including through Online and Mobile Banking, if your account is not in good standing, you are delinquent on a loan, or your account has a negative balance. We may also limit services and/or access to your accounts for abusive or harassing behavior toward any credit union staff, member, or other invitee.

#### **6. ACCOUNT RATES AND FEES.**

We pay account earnings and assess fees against your account as set forth in the Fee Schedule. You agree that we may debit your account for any fees incurred without prior notice to you. We may change the Rate Schedule and Fee Schedule at any time and will notify you as required by law. For the most current rates and fees, you may contact us at any time and manner available or visit the credit union's website.

#### **7. TRANSACTION LIMITATIONS.**

**a) Withdrawal Restrictions.** We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have established an overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient funds may be subject to a charge as set forth in the Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between any account owners (unless a court has ordered the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a credit union loan on time; or (6) any other reason allowed by Applicable Law. For all savings, money market accounts, and checking accounts, we reserve the right to require seven (7) day's prior written notice of withdrawal.

## 8. PAYMENT ORDER OF YOUR TRANSACTIONS.

To assist you in handling your account(s) with us, we are providing you with the following information regarding how we process the items that you authorize. When processing items drawn on your account, our policy is to pay them as we receive them. We commonly receive items to be processed against your account(s) multiple times per day in what is referred to as presentment files. Each presentment file received commonly contains a large amount of a specific type of item (check, ACH, or ATM/POS). It is common for each of these presentment files to contain multiple items to be processed against your account.

*The order in which items are presented may affect the fees assessed to your account. Most transactions are posted when you conduct them. The following transactions are generally posted real time or very near real time:*

<b>Transactions which are posted real time or very near real time to when you conduct them:</b>
Transactions you conduct at our teller counters such as deposits*, withdrawals, and cashing on-us checks
Your ATM deposits* and withdrawals
Your debit card purchases conducted with a PIN
Debit card purchases conducted using the VISA network**
Transfers you conduct using Online Banking services or Grow Mobile Banking
Deposits you conduct using Remote Deposit Capture
*Note that funds availability rules apply and funds deposited on a real time basis may not be made available immediately. For example, checks you deposit may be subject to uncollected funds holds. See our funds availability policy for details. **The corresponding settlements may lag hours or days based on when the merchant submits them. We post settlement transactions at the time we receive them.

*For ACH entries and checks which are received in batch files, the credit union posts in the following manner:*

<b>Transactions are posted in batch items:</b>
Posting of that day's ACH credits is followed by ACH debits
ACH debits are posted by amount from small to large
Checks drawn on your account will be posted in numerical order based on the check number. If multiple checks are processed on the same business day, they will be cleared sequentially (e.g., check #101 followed by #102), regardless of the date written.

You further understand and agree that we have no control over how the third parties (or entities who process transactions for them) you elect to do business with "code" transactions. For instance, these third parties have full control over the amounts of transactions they may enter per your relationship with them; and they may code transactions as recurring or non-recurring which may affect the payment order of transactions and the application of any overdraft protection or courtesy pay services you have with us. You authorize us to accept transactions based upon the coding submitted by third parties; and that we may rely upon such coding in processing all transactions and services for you.

**Why This is Important to You:** The order in which items are paid is important if there is not enough money in the actual or available balance of your account to pay all of the items that are presented. Our payment policy may cause your larger, and perhaps more important, items to not be paid first (such as your rent or mortgage payment), but may reduce the amount of overdraft or NSF fees you have to pay if funds are not available to pay all of the items.

## 9. OVERDRAFTS.

If any item is presented without sufficient funds in the actual or available balance of your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). Our determination of an insufficient actual or available account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. You understand we have no duty to notify you if there are insufficient funds to pay your item or transfer. Your account may be subject to a fee for each item regardless of whether we pay or return the item. The amounts of the overdraft and NSF fees are disclosed in the Fee Schedule. If we pay an item or transfer that exceeds the available balance in an account, you agree to repay us the amount of the paid item or transfer and any charge for that service immediately, unless otherwise addressed by this Agreement. If we pay an item or transfer that exceeds your available balance, it does not mean we will pay an item or transfer that overdraws an account in the future. If we charge an account you have with us for any obligation you owe, you understand the balance thereafter may be insufficient to pay an item drawn on the account, and we may rightfully refuse the item for insufficient funds. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts or making debit transactions or other transfers without sufficient funds and incurring the resulting fees.

**Multiple presentments can occur.** Any item or transaction can be presented for payment multiple times, which is beyond our control. Each presentment will be charged a separate NSF Fee or Courtesy Pay fee even though it may be for a repeat presentment. In other words, a single item, debt or other withdrawal will be subject to multiple fees if presented multiple times. Finally, if we are repeatedly presented with items drawn on an account for insufficient funds, we may consider that as account abuse and may terminate the account.

**Understanding your Account Balance.** Your checking account has two kinds of balances: (1) the actual balance and (2) the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect authorized transactions that are still pending or checks you have written that are still outstanding. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on authorized debit card or other transactions that have not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. We may use your actual or available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. However, you should assume that any item which would overdraw your account based on your available balance may create an overdraft. Our use of the actual or available balance as described above will affect our determination of an overdraft or potential overdraft for any purpose, including, but not limited to, rejection of attempted items for insufficient funds or transfers pursuant to any overdraft protection plan or Courtesy Pay coverage we provide to you and any fees or charges related to such overdrafts and transfers.

**Effects of Holds on Your Available Balance.** Holds on your account, including, but not limited to, holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, holds placed on any deposits to your account, holds placed on any account for delinquent loans or lines of credit, holds based on any pledges of your account and any minimum account balance requirements may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. We can decide whether an overdraft occurs based on your available balance or your actual balance as determined by us in our sole discretion from time to time. However, you should assume that any item which would overdraw your account based on your then-current available balance may create an overdraft.

## 10. COURTESY PAY.

From time to time, members experience non-sufficient funds situations on their accounts. As a courtesy, the credit union offers an additional overdraft service known as Courtesy Pay on some accounts. Courtesy Pay is not a loan which means that the credit union does not engage in credit underwriting as a basis for determining your eligibility as part of this service. If you have a checking account, refer to your Courtesy Pay disclosure for additional information.

**11. STALE AND POST-DATED CHECKS.** We may pay any check without regard to its date. You agree not 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.

## 12. STOP PAYMENT ORDERS.

**a) Stop Payment Order Request.** You may request a stop payment order on any check drawn on your account. To be binding, an order may be authorized by agreeing to the terms online or in the branch. Stop payment requests may also be presented in writing, in which case they must be dated, signed, and include: the number of the check, its date, the name of the payee, the exact amount, and the account number. The stop payment will be effective if the credit union receives the order in time for us to act upon the order and you provide the information described above. You understand that the exact information is necessary for the credit union's systems to identify the check. If you give insufficient, untimely or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or any other party for payment of the check. If we re-credit your account for paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and assist us in any legal action against the payee. Stop payment orders for preauthorized debit transactions are governed by Regulation E.

Please see the Electronic Funds Transfer Agreement and Disclosure – Reg. E for additional terms. For ACH stop payments please see the disclosures you received at the time you requested the ACH Stop Payment.

**b) Duration of the Order.** You may make an oral stop payment order which will lapse in 14 calendar days unless confirmed in writing within that time. Stop payments that are confirmed in writing or through Online Banking are effective for 180 days and may be renewed in writing or through Online Banking from time to time. We do not have to notify you when a stop payment order expires. Should the payment be presented during the 180 day period from the date of the stop payment request, we will return payment and the stop will no longer be valid.

**c) Liability.** Fees for stop payment orders are set forth in the Fee Schedule. You may not request stop payment on any official check, cashier's check, or any other check or payment guaranteed by the credit union. Although payment of an item may be stopped, you may remain liable to any item holder, including the credit union. You agree to indemnify and hold the credit union harmless from all costs, including attorney fees, damages or claims relating to our refusing payment of an item and claims of any joint owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## 13. CHECK 21 AND SUBSTITUTE CHECKS.

### a) What is a substitute check?

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image on the front and back of the check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### b) Your rights regarding substitute checks.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, returned check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we received your claim. We may reverse the refund (including any interest) if we later are able to demonstrate the substitute check was correctly posted to your account.

### c) How to make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received that was posted to your account, please call 813.837.2451 or 800.839.6328. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

#### Your claim must include:

- A description of why you have suffered a loss (for example, you think that the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: check, check number, payees name, amount of the check.

## 14. OUR LIABILITY.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal processes or other claims. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with Applicable Law, Federal Reserve regulations and operating letters, Clearinghouse rules, and general banking practices followed in the areas we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you say or our employees may say or write will be resolved by reference to this Agreement.

## 15. LIEN AND SECURITY INTEREST.

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on, and you grant us a right to set-off against, the funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without any notice to you, in any order to pay off your indebtedness. In addition, you grant the credit union a consensual security interest in all of your

credit union accounts and obligations secured by property for the purpose of paying any debt or amount now or hereafter owed to the credit union unless prohibited by Applicable Law. Such a security interest may be used to pay for any debt or amount owed to the credit union for an obligation secured by your primary residence, but your primary residence shall only be security to the obligation(s) it secures. All accounts are non-assignable and non-transferable. You acknowledge and agree that we also have similar statutory lien rights in your shares under the Federal Credit Union Act and/or applicable state law, as well as the common law right to set-off and administrative freeze. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security.

**You specifically agree that we have the right to place an administrative freeze on any of your share accounts subject to Applicable Law, and such action shall not violate 11 USC 362 or other Applicable Law.** You understand that these rights are multiple and we can exercise one or all of them pursuant to Applicable Law. Exercising one right does not waive the right to exercise others. Any payment to any joint owner, beneficiary, or other party for any reason shall be subject to our security interest, consensual lien, and right of offset.

**CROSS-COLLATERALIZATION:** Property and/or shares given as security under any deposit, loan, or credit card accounts or services you have with the credit union will secure any and all obligations under such accounts or services as well as any account owner's joint or individual obligations to us. This will include joint and individual obligations, whether they arise now or in the future are direct, indirect, contingent or secondary, or result from any loan or credit agreement, insufficient fund items, fees, costs (including reasonable attorney fees), expenses, or otherwise. This clause does not apply if such property is your primary residence, or are non-purchase money household goods.

## 16. LEGAL PROCESS.

If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. We will not be liable to you for any such payout, even if it leaves insufficient funds in your account to pay checks you have written or other items that have not yet been processed. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest in your account and our right to set-off. We may also charge you a fee for such matters as set forth in the Fee Schedule.

## 17. ILLEGAL TRANSACTIONS.

You warrant and agree that you will not use any credit union services or loan or deposit accounts to make or cause to be made any transaction that is deemed illegal under Applicable Law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering or terrorist activity. Any such use shall constitute a breach of this Agreement. We may delay processing or refuse to process any transaction that we believe to be illegal, suspicious, unenforceable, or restricted, and will not be liable to you for such delay or refusal. Restricted transactions generally include, but are not limited to, those in which credit, electronic funds transfers, or checks are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. You further agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us in any form whatsoever that results directly or indirectly from such illegal use. We will not be liable to you if we in good faith freeze your accounts and/or notify our regulators or local or federal law enforcement authorities regarding any activity we believe to be illegal, suspicious, or unenforceable.

## 18. ACCOUNT INFORMATION.

Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We may report information about your accounts to credit bureaus. Late payments, missed payments, insufficient funds transactions or other defaults on your account may be reflected in your credit report. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with Applicable Law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

## 19. CROSS SELL.

You expressly authorize us to obtain and use information from a consumer reporting agency, both now and in the future, to determine your eligibility for membership, and for the purpose of considering you for additional financial products and services offered by or through the credit union, regardless of whether you have applied for the product or service. Additionally, you authorize us to check your credit and employment history using consumer reports, credit reports, and other methods, and make all necessary inquiries in establishing and/or reviewing your account(s).

## 20. NOTICES.

**a) Name or Address Changes.** You are responsible for notifying us of any address or name change. The credit union is only required to attempt to communicate with you at the most recent address that you have provided to us. We will accept a change in address provided over the phone, online, in writing, or in person after proper verification. If you fail to provide us with your new address, we may update your address using information provided by the United States Postal Service and/or impose a fee as set forth in the Fee Schedule.

**b) Account Changes.** We will determine ownership of any account from the information in our records. Any changes in accounts or services requested by you, or any owner, such as adding or closing an account or service in accordance with Section 2(f)(i), or adding or deleting any account beneficiaries must be evidenced by a signed form approved and accepted by us. We reserve the right to require all account owners on a multiple-party account to consent to any changes and to sign the change form. Further, in the event of any conflict between any previous account ownership and/or beneficiary form and a subsequent form, the subsequent form shall govern, absent any language to the contrary.

**c) Amendments and Changes.** Except as prohibited by Applicable Law, we may, in our sole discretion, (i) change or modify any term or condition of this Agreement, including but not limited to, the method for determining dividends, (ii) the addition of new terms, conditions, or requirements that we deem necessary or are in the credit union's best interest, and (iii) making operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by Applicable Law, and any change in the Agreement shall be effective at the earliest time allowed by Applicable Law. If Applicable Law provides no express time period, then notice twenty (20) days or more in advance of the effective date of any change or modification shall be deemed sufficient. Please see the electronic version of this Agreement on the credit union website for the most recent version.

**d) Effect of Notice.** Any written or electronic notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S Mail, postage prepaid and addressed to you at your statement mailing address. Any electronic notice we give is effective when it is sent. Notice to any owner is considered notice to all owners.

## 21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING.

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your correct TIN, we may refuse to or suspend opening your account, or place restrictions in accordance with Section 26.

## 22. STATEMENTS.

**a) Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by Applicable Law. If a periodic statement is provided, you agree that only one statement is necessary for a joint account. For savings or checking accounts, you understand and agree that your original check, when paid, becomes property of the credit union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available to you upon your request.

**b) e-Statements.** If we provide this service, you may agree to receive electronic statements, whereby your periodic statement will be made available on our on-line banking website. Please see the "Electronic Services" section for more information regarding e- statements. You understand and agree that you will be required to notify us of any e-mail address change or name change in writing. We may require verification of your identity and proof of a

change in address prior to making any changes in our records. We will only attempt to communicate with you at the most recent address we have on file. If you fail to provide notice of a change in address or name, and we attempt to locate you, we may impose a fee as set forth on the Fee Schedule.

**c) Examination.** You are responsible for examining each statement and reporting any irregularities or issues to us. We will not be liable for any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded items drawn on your account if: (1) you fail to notify us in writing within 33 days of the date when we first sent the statement or the date of the earliest statement made available to you regarding any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded item described in the statement; or (2) items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting requirements. Please see the Electronic Funds Transfer Agreement and Disclosure – Reg. E for these details.

**d) Notice to the credit union.** You agree that our retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within 14 days of the time you regularly receive a statement.

### **23. ELECTRONIC SERVICES.**

**a) Electronic Services.** We may provide electronic document delivery services for the delivery to you of all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding your membership, accounts, transactions, or other business you have with us (collectively referred to as "documents" or "documentation"). If you agree to receive such documentation electronically, you specifically agree and acknowledge that we may provide the documents electronically either by sending an e-mail with the text of the documents embedded in the text of the e-mail message or as an attachment contained within the e-mail, or by posting such documents on our website or on-line banking service and notifying you that the documents have been so posted. You have a right to request and receive a paper copy of these documents if that right is provided under Applicable Law. You may also withdraw your consent and revoke your agreement to receive the documents electronically. To request a paper copy or to revoke your consent, you must contact us at 813.837.2451 or 800.839.6328. If any of our e-mails are returned to us as undeliverable, we may change our delivery mode to paper format, at which time you will be required to re-apply for our electronic delivery service and to update your e-mail address accordingly. Fees may apply. We may also offer electronic services such as on-line or mobile banking (including bill pay) which allow you to conduct transactions to and from your account(s) and to conduct other business with us electronically. You may be required to sign a separate agreement regarding these services and you will be subject to any instructions, rules, agreements, and restrictions provided on the website(s) or provided to you at the time you open an account or enroll in these services. You may be required to be enrolled in our on-line banking service in order to enroll in our electronic document delivery service. Enrollment in, and use of, these electronic services does not relieve you of your duty to promptly examine your statements, checks, and other documentation for irregularities or discrepancies regarding your accounts in accordance with this and your other agreements you have with us.

**b) Document Imaging Policy.** All paper documents will be converted to electronic media for storage. This means that all of the agreements that you enter into with us will be electronically imaged and stored. The document imaging policy is as follows: We may, at our discretion and in accordance with Applicable Law, image all paper documents and/or agreements regarding your account(s) with us for retention and storage via electronic media. For your purpose this means that all of the documents and agreements that you have in connection with your account(s) with us that originated in paper form may be imaged and stored electronically, and the original paper documents and/or agreements may be destroyed. We will keep imaged copies of such documents and agreements pursuant to our record retention procedures and in accordance with those procedures, you will be able to receive a copy of any imaged document or agreement.

**c) System Requirements.** Enrollment in our electronic document delivery service or on-line banking services requires a computer that has access to the Internet and a 128-bit browser that supports SSL and cookies. Additionally, many of our documents, including periodic statements, will be sent to you in a PDF format, and to open, read, and print these documents, you will need Adobe Acrobat Reader. Minimum system requirements are subject to change without notice. By enrolling in, and using the electronic services, you confirm that your system meets these requirements. If you fail to receive such documents, you agree to notify us immediately.

**d) System Disruptions.** Electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause and you are ultimately responsible for conducting your transactions in a timely manner with regard to your banking and bill-paying needs. In the unlikely event that our electronic services become unavailable for a prolonged period of time, you understand and agree that you still have access to the credit union and your account(s) in the traditional manner (i.e., in person, by mail, telephone, or writing checks), and we will not be liable to you if you fail to use these means to conduct your business with us.

**e) Security Safeguards.** Certain transactions must be made in person and we maintain the right to require verification or authentication of your identity for security purposes at any time. You agree and understand that this is for your protection. We will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

**f) Biometrics.** We may provide access to your accounts and services through the use of fingerprints or other biometrics. By enrolling in, and using the services, you agree to the use of such biometrics, and further agree to cooperate with the credit union in implementing any new technology. Biometric techniques may be used for authentication purposes. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process.

When you enable biometric access, every person with an enrolled fingerprint or other biometric identifier on your account, services or electronic access device will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expands the number of persons who have access to your account regardless of the signers on your account agreement with us. **WE ADVISE YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY USING THE SERVICE, WE RELY ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO USE THE SERVICE AND/OR ACCESS YOUR ACCOUNT.**

### **24. INACTIVE ACCOUNTS.**

If you have had no activity on your accounts within a 12-month period (i.e., primary savings, checking account, after initial term of a certificate account) other than dividends posting to your account, and you have no other Grow products during that time, then your account(s) is/are considered inactive. The account will be assessed a dormant account maintenance fee, as set forth in the Fee Schedule, in effect from time to time, and we will suspend sending any further account statements. To the extent allowed by law, if your account balance is \$2.00 or less after 35 months of inactivity, we reserve the right to transfer the account funds to a credit union account and close your account. Once the funds are deemed abandoned pursuant to applicable state law, the funds in the account will be escheated to the appropriate state. 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. For purposes of this paragraph, the word "dormant" may be used interchangeably with "inactive."

### **25. SPECIAL ACCOUNT INSTRUCTIONS.**

You may request we facilitate certain trust or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us. We may require you to provide written authorization when you request account changes.

### **26. TERMINATION OR RESTRICTIONS OF ACCOUNT(S) AND SERVICE(S).**

We are committed to delivering exceptional products and services to our members. To that end, our employees are trained to handle interpersonal

interactions effectively and to address any service issues with credit union members. Our policies and procedures define our policies and procedures define the circumstances under which services may be limited for members who engage in "improper or abusive conduct" and also address other circumstances where the services may be terminated or limited. This policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect credit union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the credit union is a not for profit organization and that the rights addressed in this section are necessary to protect the credit union for the benefit of all members. In addition to other provisions in this Agreement, you agree that we, in our sole discretion, may terminate, limit, restrict, or change the terms, including, any of your account(s) or service(s). This may mean limiting loan services, or placing a freeze on any funds with us at any time without notice or require you to close your account(s)/service(s) and re-apply if: (1) there is a change in owners or authorized signers; (2) there has been a forgery/fraud or unauthorized use 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 a misrepresentation or any other abuse of any of your account(s)/service(s); (7) the credit union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (8) if we believe that you have been negligent in protecting your access devices or access codes; (9) if we deem it necessary to protect the credit union from any risks or losses, or otherwise deem it to be in the best interest of the credit union; (10) you have breached any promise under this Agreement or the terms of any account including, but not limited to any default or other delinquency with regard to any loan or other agreement; (11) if bankruptcy or any insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; (13) you have an account that does not maintain a required par value or any balance as to all other accounts; (14) you violate any credit union policy, procedure, or standard or any law, regulation or rule; (15) if you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to Applicable Law or credit union policy/procedure; (16) making unauthorized posting(s), defacing or removing notices or signs on credit union premises and/or social media sites without management authorization; (17) misappropriating credit union funds, property or other material proprietary to the credit union; (18) deliberately or repeatedly violating securing procedures or safety rules; (19) possessing, using, or being under the influence of illicit drugs on credit union premises; (20) illegally engaging in use or possession of weapons of any kind on credit union premises except for on-duty law enforcement officers or security officers; (21) any new US or other country's laws, rules, regulations or other requirements make it impractical or impossible for the credit union to meet requirements of such laws, rules, regulations, or other requirements; (22) using a credit union-branded credit card to purchase cryptocurrencies such as Bitcoin; (23) using one or more credit or debit cards to obtain cash and purchasing power we do not believe appropriate, using such devices to pay credit card balances with the proceeds of other cards, or using such cards in a manner we determine is primarily intended to abuse a rewards program; or (24) any other reason allowed by Applicable Law. If we are informed of such circumstances or otherwise believe that any of these circumstances are about to occur, we may place a stop payment on any item and we will not be liable to you for such a stop payment.

If the application of our policies or procedures or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. We have no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.

Further, unless an express exception is made by the credit union in its sole discretion, the credit union does not offer services to any businesses that we determine violate the limitations in this Agreement or Applicable Law or any businesses that the credit union determines, in its sole discretion, create a significant regulatory risk or burden to the credit union.

#### **27. TERMINATION OF MEMBERSHIP.**

You may terminate your membership by giving us notice and otherwise following our policies and procedures. We reserve the right to require the consent of all owners to terminate a joint 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. Termination of your membership does not relieve you of your obligations to pay any fees, loans, or other obligations that you owe us, and you are still responsible for any outstanding items that have not yet been processed or paid. Once membership has been terminated, no further transactions or services will be allowed.

#### **28. DEATH OF ACCOUNT OWNER.**

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death and are provided satisfactory evidence thereof, such as a certified death certificate or court order. Once we are properly notified of a member's death, we may pay checks or honor other payments or transfer orders authorized by the member for a period of ten (10) days after the date of death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. We may require anyone claiming the owner's account funds to indemnify us for any losses resulting from our honoring that claim. If a deposit – including salary, pension, Social Security, and Supplemental Security Income (SSI) – payable to the decedent is credited to the account after the date of the decedent's death, we may debit the account for deposit and and return it to the payer. This Agreement will be binding upon any heirs or legal representatives of any account owner. In the event of your death, funds will be transferred to your primary savings account and paid to the joint owner (if applicable) or to the beneficiary(ies) named on Payable on Death (POD) form as referenced in Section 2(g) or to your estate. If there is no beneficiary designation, no probate proceedings or no estate, we may, but are not required to, pay the funds to any heir, who will be solely responsible for any further distribution of the funds. Alternatively, we may hold the funds until a proper court order is presented to us. We may require proper documentary evidence satisfactory to us before we determine the proper treatment of the funds and before we will release funds to any claiming party. All dividend payments to an account may cease to accrue effective on the date of death of the primary owner, and any dividend payments made after the date of death of the primary owner may be reversed from the account upon the credit union's receipt of notice of the death of the primary owner. Any payment of funds upon the death of any account holder is subject to our lien and security interest. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Additionally, when notified of the death of a **primary member**, any account where there is a joint owner may be closed within a reasonable amount of time in accordance with the credit union's policies and procedures. Any account where there is a **deceased joint owner** will result in the removal of that joint owner within a reasonable amount of time after notification. Any deposits made payable to, or in the name of, a deceased member or owner will not be accepted (except as limited in the preceding paragraph). These items must be negotiated through an estate account at another financial institution.

#### **29. SEVERABILITY; HEADINGS; NO WAIVER.**

If a court or arbitrator holds that any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement. We reserve the right to waive or choose not to enforce any and all terms, rights, or remedies under this Agreement and such waiver shall not affect our right to enforce that or another term, right, or remedy at a later time.

We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions regardless of how similar they may be.

#### **30. ENFORCEMENT.**

You are liable to us for any loss, cost or expense that we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to Applicable Law, to payment of reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

### 31. GOVERNING LAW; WAIVER OF JURY TRIAL.

This Agreement is governed by our Bylaws, federal laws and regulations, the laws, including applicable principles of contract law and regulations of the State of Florida and local clearing house rules, as amended from time to time. As permitted by Applicable Law, you agree that any legal action regarding this Agreement that is not subject to arbitration (as defined in Section 32) shall be brought in Hillsborough County, Florida. To the extent permitted by Applicable Law, both parties hereby (i) knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or arising out of this Agreement or any other dispute or controversy between you and the credit union, and (ii) agree that any litigation will proceed on an individual basis and will not proceed as part of a class action.

### 32. BINDING ARBITRATION OF CLAIMS AND DISPUTES AGREEMENT AND CLASS ACTION WAIVER.

PLEASE READ THE INFORMATION BELOW CAREFULLY. IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED IN RECOGNITION OF THE FACT THAT CREDIT UNIONS ARE OWNED BY THEIR MEMBERS.

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

**a) Agreement to Arbitrate Disputes.** Either you or we may elect, without the other's consent, to require that any and all disputes between us arising out of, affecting, or relating in any way your accounts or the products or services related to your accounts or any aspect of your relationship with us be resolved by binding arbitration, except for those disputes specifically excluded below in subpart (d).

**b) No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS- WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**c) Disputes Covered by Arbitration.** YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Unless otherwise provided herein, any claim or dispute relating to or arising out of your accounts or our relationship will be subject to arbitration, regardless of whether that dispute or the facts underlying or giving rise to that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability, validity, scope, or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any products or services relating to your accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the credit union, but also its parent (if any), affiliates, successors, assignees, employees, officers, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If a party initiates a proceeding in court regarding a claim or dispute which is included under this Section 32, the other party may elect to proceed in arbitration pursuant to this Section 32.

**d) Disputes Excluded from Arbitration.** Disputes filed by you or by us individually in a small claims court are not subject to arbitration so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Section 32. Claims or disputes arising from your status as a borrower under any loan agreement with the credit union or other indebtedness are also excluded from this Section 32 but shall remain subject to any other applicable arbitration agreement contained in any other agreement governing or applicable to such loan or indebtedness.

**e) Mediation Requirement Prior to Filing a Claim in Arbitration.** Prior to either party filing a claim in arbitration and as a necessary condition precedent to doing so, you or we shall first make a written demand upon the other party setting forth their claim at our address set forth below in subpart (f) if demand is made by you or at your last known address or email address on record if demand is made by us. The demand should describe the nature of the problem, claim, or dispute, your name, address on file at the credit union, your credit union account number, and set forth the specific relief the claimant desires, including the amount of any monetary damages sought.

The parties shall then attempt in good faith to use their best efforts to resolve the dispute for a minimum of 60 days ("the pre-arbitration time period") before any claim may be filed in arbitration; which time period may be extended by mutual agreement. During this time period, both parties agree to toll any applicable statute of limitations. Under no circumstances may either party make a claim in arbitration against the other party prior to the completion of the pre-arbitration time period.

Within the first 30 days of the pre-arbitration time period, the parties shall confer at least once by phone, in person, or by videoconference at a mutually convenient date and time to discuss the potential resolution of the claim.

If either party commences a claim in arbitration without first attempting to resolve their dispute in good faith through mediation then that party shall not be entitled to recover any attorney fees in arbitration, even if they would otherwise have been available to that party.

**f) Commencing an Arbitration.** The arbitration must be filed with the following neutral arbitration forum and follow its rules and procedures for initiating and pursuing an arbitration:

JAMS  
1-800-352-5267 (toll-free)  
www.jamsadr.com

- (i) If you initiate the arbitration, you must notify us in writing at: Grow Financial Federal Credit Union, Attn: Legal Department, P.O. Box 46309, Tampa, FL 33646.
- (ii) If we initiate the arbitration, we will notify you in writing at your last known address on file.
- (iii) You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting JAMS.
- (iv) The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

**g) Administration of Arbitration.** The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures in effect on the date the arbitration is filed or such other rules as to which the parties may agree. If there is a conflict between a particular provision of the JAMS Rules and this Section 32, this Section 32 will control.

If JAMS is unable to or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Civil Procedure concerning discovery, except that Section 32(b) is specifically enforceable notwithstanding any Federal Rules of Civil Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to you or us. The arbitrator must take reasonable steps to protect member account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award only those damages or other relief provided for under Applicable Law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration other than, as allowed by Applicable Law, a joint accountholder or any entity in privity with either party as to the claim at issue. An award in arbitration shall determine the rights and obligations between the named parties or those in direct privity with the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person other than those identified in the foregoing sentence, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the arbitrator shall issue a written, reasoned decision following Applicable Law, and relief granted must be relief that could be granted by a court under Applicable Law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

**h) Costs.** The party initiating the arbitration shall pay the initial filing fee in accordance with the rules of the arbitration forum. However, we will pay any other filing, administration or arbitration fees as imposed by the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying Applicable Law, so determines.

**i) Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to freeze or restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

**j) Arbitration Award.** The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen (15) days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three (3) neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other Applicable Law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**k) Governing Law.** You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions in Section 32 are governed by, and enforceable under, the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the nature or origin of the claim. To the extent state law is applicable, the laws of the State of Florida shall apply (see Section 31).

**l) Severability, Survival.** These arbitration provisions in Section 32 shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. If any portion of Section 32(b) is found to be unenforceable for any reason, then the remainder of this Section 32 shall also be unenforceable. If any provision in this arbitration agreement, other than Section 32(b), is found to be unenforceable, then the remaining provisions shall remain fully enforceable. Notwithstanding anything in this Section 32 to the contrary, any amendment or termination of this Section 32 by statute, by administrative action or otherwise, shall not apply to the claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment or termination. No portion of this Section 32 may be amended, severed, or waived absent a written agreement between you and us.

**m) Applicability.** Arbitration will not apply to your account as long as you are an active duty Service Member or a covered dependent.

**n) Right to Reject this Section 32.** YOU MAY CHOOSE TO REJECT THIS SECTION 32 BY SENDING US WRITTEN NOTICE AS FOLLOWS. You have the right to opt-out of this Section 32 within 45 days after you have opened or joined your first account with us, either as a member or joint owner. However, if we sent or offered you this Section 32 or any version of an agreement to arbitrate for the first time after your first account was opened, you must opt out within 45 days after we sent our notice and the agreement to arbitrate. To opt-out, send us written notice as follows: (i) your written notice must include your name, as listed on your account, your account number, and statement that you reject this Section 32, and (ii) you must send your written notice to us at the following address: Grow Financial Federal Credit Union, Attn: Legal Department, P.O. Box 46309, Tampa, FL 33646 or legal.execs@growfinancial.org. This is the sole and only method by which you can opt out of this Section 32. Your exercise of the right to reject this Section 32 will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your account. You agree that our business records will be the final and conclusive evidence with respect to whether you rejected this Section 32 in a timely and proper fashion. If you take no action, your accounts will be bound by Section 32 effective immediately.

## ELECTRONIC FUNDS TRANSFER AGREEMENT and DISCLOSURE - REG E

The Electronic Funds Transfer Agreement (the "EFT Agreement") is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Grow Financial Federal Credit Union (credit union). In this EFT Agreement, the words "you" and "yours" mean those who sign the application or account agreement as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the credit union. The word "account" means any one or more of your savings, health savings account (HSA), IRA account, money market, and checking account(s) you have with us. Electronic funds transfers are electronically-initiated transfers of money from or to your account through the EFT services described below. By signing an application or account card for EFT services, signing your Debit Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this EFT Agreement and any amendments for the EFT services offered.

### 1. EFT SERVICES

If approved, you may conduct any one or more of the EFT services offered by the credit union.

**a) VISA® Debit Card.** You may use your Visa Debit Card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide the card number security information before you will be permitted to complete the transaction. You agree that you will not use your Debit Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Debit Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union may pay the amount and treat the transaction as a request to transfer funds from approved Overdraft Protection accounts, or other deposit or loan accounts that you have established with the credit union, or, if you have so elected, to cover the transaction with Courtesy Pay. Fees may apply. See your Courtesy Pay Disclosures and Fee Schedule for additional information. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the credit union. You may use your Debit Card and PIN at credit union-owned ATMs and participating nonproprietary ATMs. At the present time, in addition to the functions listed above in the ATM Card Access section, you may also use your Debit Card to:

- Withdraw funds from your accounts
- Make deposits to your accounts. You will be limited to 10 deposits per day with a maximum amount of \$999,999.99.
- Transfer funds between your accounts whenever you request.
- Obtain balance information on your accounts.
- Make POS (Point of Sale) transactions with your PIN to purchase goods or services at merchants that accept transactions routed through the networks listed on the back of your Debit Card.
- Make POS signature-based transactions routed through VISA®.
- Pay bills or make other transactions on Non-Visa Networks without a PIN\*
- Order goods or services by mail, telephone, or via the Internet from places that accept VISA®.

Some services on ATM or Debit Card may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account.

Non-Visa PIN-less transactions will not be processed as Visa transactions and therefore will not include Visa's zero liability or chargeback and dispute resolution benefits. Additionally, provisions of this agreement relating only to Visa transactions are not applicable to non-Visa and PIN-less debit transactions.

Limitations. The following limitations will apply to your Debit Card:

- The maximum dollar amount of cash withdrawals per day will be provided when you open your account and listed in your Rate Schedule. Sufficient funds must be available to make any withdrawal. There is no limit to the number of cash withdrawals you may make in one (1) day.
- There is no limit to the number of purchases you may make in one (1) day; however,
- Point-of-sale transactions are limited to the amounts specified in the Rate Schedule.
- Your available account balance may be reduced for three (3) business days or until the transaction clears.
- You are not allowed to make deposits at an ATM that we do not operate or own. You, however, may make deposits at any Network ATM. Please see the credit union's website or the mobile app for a listing of Network ATMs in your area.
- Additional limitations are set forth in the Transaction Limitations section of your Universal Account Agreement and Disclosures.

**b) HSA Debit Card.** You may use your Health Savings Account (HSA) Debit Card only for normal distributions (i.e., distributions to pay for qualified medical expenses at any establishment). We may limit the amount of your purchases to the amount that is available in your account at the time of purchase. We will report to the IRS all distributions made via the debit card as a normal distribution. It is your responsibility to ensure that funds are used only for qualified medical expenses as stated in your HSA Custodial Account Agreement. The HSA Debit Card permits withdrawals from the ATM to reimburse yourself for expenses you paid out-of-pocket. You agree to pay all transactions to your Checking Account that are made by you or anyone whom you authorize to use your HSA Debit Card. The HSA does not have overdraft features. Should you overdraw your account, you will be subject to fees as noted in the Fee Schedule.

**c) Electronic Check Conversion & Electronic Returned Check Fees.** If you pay for something with a check, you authorize your check or share draft to be converted to an electronic funds transfer (EFT). When your check is used to initiate an EFT in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a merchant to electronically debit your account to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds. You are considered to have authorized an EFT if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

### **d) Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions(s), we will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account or HSA.
- **Preauthorized debits.** Upon instruction, we will pay certain recurring transactions from your savings account, checking account and loan payments (*subject to transfer limitations that may apply to these transactions.*)
- **Stop Payment Rights.** If you have arranged in advance to make a single or recurring electronic funds transfer (EFT-ACH) out of your account(s) you may place the following stops: single, multiple, or indefinite. Call us at (813) 837-2451 or (800) 839-6328 during normal business hours or write: P.O. Box 46309, Tampa, FL 33646 at any time up to three (3) business days before the scheduled date of the transfer. If you call, we may also require you to put your request in writing to us within 14 days. An oral stop payment order ceases to be binding after 14 days if you fail to provide the required written confirmation. Revocation of a recurring ACH transfer must be done through the originator of the EFT-ACH. If you want to stop a payment made through Bill Pay, you should follow the instructions in Bill Pay. Stop payments placed on ACH transactions will be effective up until the item is presented for payment except in the case of an indefinite stop payment. You may add an expiration date to your one-time stop payment order request when placing your Stop Payment Order.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, 10 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.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of EFT-ACH transfer three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages.

**e) Online and Mobile Banking.** A password is required to access your account via Online Banking or Mobile Banking Services. You must use your password with your username to access your accounts. At the present time, you may use Online and Mobile Banking to:

- Withdraw funds by check from your savings, checking, money market, and club accounts;
- Transfer funds between your credit union accounts (limitations may apply);
- Obtain balance information on your credit union accounts;
- Make loan payments from your credit union accounts (limitations may apply);
- Access internet bill pay services to make payment to various creditors;
- Verify whether a check or other item has cleared your account;
- Take an advance from a line of credit account;
- Obtain tax information on amounts earned on applicable accounts (available on Online Banking only);
- Change your password;
- Access or use other services that we may make available to you from time to time;
- Use ApplePay®, Google Pay™, Samsungpay™;
- Initiate and terminate overdraft protection;

Your accounts can be accessed under the credit union Online Banking via personal computer, mobile devices, or the Grow App. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing and/or scheduled maintenance. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All withdrawal checks are made payable to you as the primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered or after numerous unsuccessful attempts to enter a transaction, and there are limits on the duration of each access.

Other EFT Disclosures contained in this document apply to Online Banking services as well. You will also be required to comply with instructions and agreements provided online when you log onto the Online Banking service.

## **2. CONDITIONS OF EFT SERVICES.**

**a) Ownership of Cards.** Any card or other access device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to our instructions. The Card may be deactivated at any time at our sole discretion without demand or notice. You cannot transfer your Card, access code, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or access codes.

**b) Honoring the Card(s); Refunds.** Neither we nor the merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card, code, or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you accept a credit to your account instead of a cash refund.

**c) USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS:** You may use your Visa® Debit Card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. We may block transactions in certain foreign countries. Call us at the number printed on the back of your Debit Card for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. The credit union does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Purchases and cash withdrawals made in foreign countries will be debited from your account in U.S. dollars. Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

A foreign transaction is any transaction that you complete, or a merchant completes, on your card outside of the U.S. Transactions completed by merchants outside of the U.S. are considered foreign transactions, regardless of whether you are located inside or outside of the U.S. at the time of the transactions. See your card disclosures for fees may apply on foreign transactions.

If you need to contact us about your card while outside of the United States, call us at the number on the back of your Debit Card. Fees will be reflected on your account statement as a Visa® International Service Assessment. The converted transaction amount will be shown separately from the Visa International Service Assessment fee on your account statement.

**d) Security of Card and Access Codes.** You may use one or more access codes with your electronic funds transfers. The access codes are issued to you for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these codes and the credit union suffers a loss, we may terminate your EFT services immediately.

**e) Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings, checking or loan accounts as provided in this Agreement. Each joint owner, without the consent of any other account owner, may, and hereby is authorized by every other joint owner to, make any transaction permitted under this Agreement. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

**f) Illegal/Prohibited Transactions.** You shall not use your card to make any illegal transaction as determined by Applicable Law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

**g) Reversal of Transactions.** You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

**h) No Right to Stop-Payment for Terminal Transactions.** Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account. There is no "float" time and therefore there is no effective way of stopping the transaction.

## **3. FEES AND CHARGES.**

There are certain fees and charges for electronic funds transfer services. For a listing of all applicable fees, see our current Fee Schedule. From time to time, the fees may change. We will notify you of any changes as required by Applicable Law. If you use an ATM not owned by us, you may be charged a surcharge fee by the ATM operator or any network used to complete the transactions and you may be charged a fee for a balance inquiry. The fee will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**4. MEMBER LIABILITY.** You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow. If you permit someone else to use an EFT service, your Card, access code, or password, you are responsible for any transactions they authorize or conduct on any of your accounts, even if that person uses the card or code in a way that you did not anticipate or intend. 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 Online Banking and our systems if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). You will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your computer system or third party communications provider on which you may rely.

Tell us AT ONCE if you believe your Card or any of your access codes have been lost or stolen or if you believe that an electronic funds transfer has been made without your permission, or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority. Calling us is the best way of keeping your possible losses down.

If you tell us within 2 business days after you learn of the loss or theft of your Card or access code, you can lose no more than \$50 if someone used your Card or access code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or access code, and we can prove we could have stopped someone from using your Card or access code without your permission if you had told us, you could lose as much as \$500.

If a transaction was made with your Card or Card number without your permission, and was either a VISA Card or a PIN-less debit card transaction over Visa Networks (and the access codes associated with those cards), you will have no liability for the transaction unless we can prove that you were negligent in the handling of your card. If you write your PIN on your Card or otherwise keep the PIN with the Card, you may be negligent. You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements.

**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 provided to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

**If you believe your Card or access code has been lost or stolen,** call (813) 837-2451 or (800) 839-6328 during normal business hours or write: P.O. Box 46309, Tampa, FL 33646. You should also call this number or write to this address if you believe a transfer has been made using the information from your account without your permission.

The Visa Account Updater (VAU) is an account updating service in which your card is automatically enrolled. When your card expires, is lost or stolen and a new card is issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please call us at (813) 837-2451 or (800) 839-6328 during normal business hours or write: P.O. Box 46309, Tampa, FL 33646. Notwithstanding the foregoing, if you have authorized a merchant to bill charges to your card on a recurring basis, it is ultimately your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed.

#### **5. RIGHT TO RECEIVE DOCUMENTATION.**

**a) Periodic Statements.** Transfer and withdrawal transactions made through any Card, Online Banking or Bill Pay service, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will receive a statement at least quarterly.

**b) Terminal Receipts.** You can get a receipt at the time you make any transaction to or from your account using an ATM/ITM, Point-of-Sale terminal, or Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

**c) Preauthorized EFTs.** If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can call us at (813) 837-2451 or (800) 839-6328 or Online Banking to find out whether or not the deposit has been made. This does not apply to transactions occurring outside the United States.

#### **6. ACCOUNT INFORMATION DISCLOSURE.**

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency demands or court orders;
- If you give us your written permission; or
- In accordance with our Privacy Policy.

#### **7. BUSINESS DAYS.**

Our business days are Monday through Friday, excluding federal holidays.

#### **8. OUR 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 according to our agreement with you, we will be liable for your losses or damages proximately caused by our error. However, there are some exceptions:

- If, through no fault of ours, there is not enough money in your account to complete the transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM where you are making the withdrawal does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM/ITM, POS terminal, Online Banking or Bill Pay system or other electronic service was not working properly and you knew about the problem when you started the transaction.
- If acts of God (including but not limited to fire, flood, or power failure) prevent the transaction.
- If circumstances beyond our control (such as your willful or negligent use of your Card, access code, or any EFT facility for making such transaction) prevent the transaction.
- If the money in your account is subject to legal processes or other claim.
- If the funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transaction made by the credit union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the credit union.

## 9. NOTICES.

All notices from us will be effective when we have mailed them or delivered them to your last known address (physical or electronic) in our records. Notices from you will be effective when received by the credit union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which the services identified in this EFT Agreement are offered. We will provide you notice of any change, as required by Applicable Law. Use of these services is subject to existing regulations governed by credit union accounts and any future changes to those regulations.

## 10. ERROR RESOLUTION NOTICE *(does not apply to international remittance transfers)*.

**In Case of Errors or Questions Regarding Your Statement.** Telephone us 813.837.2451 (Hillsborough), 727.791.4206 (Pinellas), 727.376.0300 (Pasco) or 800.839.6328, or write to us at Grow Financial Federal Credit Union, P.O. Box 46309, Tampa, FL 33646 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 the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the specified error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (five (5) business days for VISA® Debit Card Point-Of-Sale (POS) transactions and 20 business days if the transfer involved a new account) 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 the transfer involved a new account, a POS transaction, or foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (five business days for Visa® Debit Card POS transactions and 20 business days if the transfer involved a new account) 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 business days, we may not provisionally credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you have already has an established account with us before this account is opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse the provisional credit. You may ask for copies of the documents that we used in our investigation.

## 11. TERMINATION OF EFT SERVICES.

You may terminate this Agreement or any EFT Service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to us. You also agree to notify any participating merchants that their authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer system not to accept your Card or access code for any EFT service. Whether you or the credit union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

**12. IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM MACHINES.** The following is a list of safety precautions that you should follow when using an ATM machine or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or night depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call 911 immediately.
- If you have complaints or concerns about the security of the ATM, contact the operator of the ATM.

## FUNDS AVAILABILITY POLICY

This disclosure describes your ability to withdraw funds at Grow Financial Federal Credit Union (credit union). It only applies to the availability of funds in transaction accounts (e.g., checking). The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

### 1. GENERAL POLICY.

Our policy is to make funds from your cash deposits available to you on the same business day that we receive your deposit, unless they involve an International ACH Transaction. See below for more information on International ACH Transactions. Checks drawn on the credit union and electronic direct deposits will be available on the day we receive the deposit. Once deposits are available, you can withdraw the funds in cash and/or we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after that time or on a day we are not open, we will treat the deposit as made on the next business day we are open.

If a wire transfer is received before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if the wire transfer is received after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day that we are open.

Funds from the following deposits are made available on the business day of your deposit:

- U.S. Treasury checks that are payable to you.
- Cash.
- State, local government checks that are payable to you.
- Cashier's, certified, and teller's checks payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders 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 we receive your deposit.

### 2. RESERVATION OF RIGHT TO HOLD.

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available for withdrawal until the seventh business day after the day of your deposit if an exception applies (see Sections 3-9). The first \$500 of your deposit, however, will be available for withdrawal on the same business day of your deposit. The remaining funds will be available on the second business day after the day of deposit. Deposits exceeding \$7,000 on any day to any account you maintain with us, will be available on the fourth business day following the day of deposit. For example, if you deposit a check of \$8,000 on Monday, you will have access to \$500 that same day, \$6,500 is available on Wednesday, and the remaining \$1,000 is available on Friday. Should the availability of funds be delayed beyond the specified time frames, we will notify you at the time you make your deposit. We will also tell you when the funds will be available for withdrawal. If your deposit is not made directly to one of our employees, or if we take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available for withdrawal.

### 3. LONGER DELAYS MAY APPLY.

We may delay your availability to withdraw funds deposited by check into your account for up to the seventh (7th) business day after your deposit for the following reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$7,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months (see Section 5).
- There is an emergency, such as failure of computer or communications equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons and will tell you when the funds will be available for withdrawal.

### 4. SPECIAL RULES FOR NEW ACCOUNTS.

If you are a new member, the following special rules will apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- In most instances, funds from deposits of cash, wire transfers, and the first \$7,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the business day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$7,000 will be available on the seventh business day after the day of deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$7,000 will not be available until the second business day after the day of your deposit.
- We do not accept third party checks for deposits into new accounts.
- Funds from all other check deposits (including ATMs) will be available on the seventh (7th) business day after the day of your deposit.
- Your ability to use certain features of our online banking, mobile banking, and other services may be limited.

### 5. SPECIAL RULES FOR ABUSED ACCOUNTS.

If you are a member whose account has had frequent overdrafts in the last six (6) months, have deposited checks that were returned unpaid, if your account would have overdrafted had certain checks written on the account been paid, or if you have suffered abusive, fraudulent, or suspicious activity, the following special rules will apply:

- In most instances, funds from deposits of cash, wire transfers, and the first \$7,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the next business day after the day of your deposit.
- Funds from the deposit of personal and business checks will be available for deposit on the seventh business day after we receive the deposit.

### 6. DEPOSITS AT ATMs.

The first \$500 of funds from any deposits made at the ATMs will be available for withdrawal on the day of deposit. The remainder becomes available on the second business day after the day of deposit. Cash deposits are available immediately.

Deposits exceeding \$7,000 on any day will be available on the fourth business day following the day of deposit. Should the availability of funds be delayed beyond the specified time frames, we will provide you with written notification.

### 7. HOLDS ON OTHER FUNDS.

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**8. INTERNATIONAL ACH TRANSACTIONS.**

International ACH Transactions (IAT) that are transmitted to your accounts may be identified and designated by us for review and examination under the Office of Foreign Assets Control Rules and Regulations (OFAC Rules). In such a case, settlement of the IAT may be delayed or suspended, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on funds covered by the IAT if the IAT is required to be terminated under OFAC Rules. You agree that any such delay is permissible under the laws applicable to the availability of funds held in deposit accounts. In the event an IAT is delayed or terminated, we will provide you such notice as may be required by Applicable Law.

**9. FOREIGN CHECKS OR DRAFTS.**

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed in the same manner as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn. Additional fees may apply and may vary pursuant to the terms of the transaction.

**10. THIRD PARTY CHECKS.**

Third party checks (checks that are not payable to you) will be accepted for deposit at our sole discretion.

Except as specifically described, the following disclosures apply to all of credit union accounts. All accounts described in this Truth-In-Savings Disclosure are share accounts. The Truth-In-Savings Act allows for the change in terms of share accounts as long as a 30-day advance notice is given. The Rate Schedule also sets out terms of your accounts and is hereby incorporated by reference as if fully set forth herein.

**1. RATE INFORMATION.**

Please see our current Rate Schedule for current Annual Percentage Yield (APY), any applicable tiers, and variable rate accounts. The Annual Percentage Yield (APY) reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for the applicable period. The dividend rate and Annual Percentage Yield (APY) may vary as explained in the Rate Schedule.

**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. Please refer to Rate Schedule for more information.

**3. DIVIDEND COMPOUNDING AND CREDITING.**

The compounding and crediting frequency of dividends and dividend period applicable to each account are set forth on the Rate Schedule. The Dividend Period is the period of time at 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. **If you close a deposit account before dividends are paid, you will not receive the accrued dividends.**

**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. This includes noncash deposits (e.g., checks).

**5. BALANCE INFORMATION.**

To open any account, you must deposit or already have on deposit at least the par value of one full share in any account. The par value of a share is disclosed in the Rate Schedule. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to some accounts are stated in the Rate Schedule. For some accounts, there is a minimum Average Daily Balance required to earn the APY. We use the Daily Balance Method and the Average Daily Balance Method to calculate Dividends on your account, as indicated on your Rate Schedule. For accounts using the Average Daily Balance Method, dividends are calculated by applying a periodic rate to the Average Daily Balance in the account for the dividend period. The Average Daily Balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

**6. FEES AND CHARGES.**

We may impose fees, charges, or penalties against your account(s). The types, amounts, and conditions of these fees and charges are included in your Fee Schedule and/or Rate Schedule.

**7. TERM SHARE and CERTIFICATE ACCOUNTS.**

The following applies to Certificate Accounts:

**Maturity.** Your account will mature according to the term indicated on your Certificate Account Disclosures, and as indicated on your statement.

**Early Withdrawal; Penalties.** We will impose a penalty if you withdraw any of the funds in your account before the maturity day. The amount of the penalty is disclosed on the Certificate Account Disclosures. The penalty is calculated as a forfeiture of part of the dividends that have been or would have been earned on the account, and applies whether or not the dividends have been earned. The penalty may be deducted from the principal amount of the deposit. The Annual Percentage Yield disclosed for your account is based on an assumption that dividends will remain in the account until maturity; a withdrawal will reduce earnings. Early withdrawal penalties are permitted for IRA accounts or other accounts as allowed by Applicable Law.

**Renewal Policies.** Your certificate account will automatically renew at maturity as indicated on the Certificate Account Disclosures unless you have provided other instructions. If it automatically renews you will have a grace period, also indicated on the Certificate Account Disclosures, in which you may withdraw or transfer the funds without incurring an early withdrawal penalty.

**8. ADDITIONAL LIMITATIONS.** Additional limitations may apply to the use of your accounts in accordance with any other Agreements you may have with us, e.g., Electronic Funds Transfer Agreement, Online Banking Agreement, Fee Schedule, etc.

**IMPORTANT! PLEASE READ THESE INFORMATIONAL AND OFFERS TEXT MESSAGING TERMS AND CONDITIONS. YOU AGREE TO ABIDE BY AND BE BOUND TO THESE INFORMATIONAL AND OFFERS TEXT MESSAGING TERMS AND CONDITIONS.**

Your use of the Text (SMS) Messaging ("Text Messaging") program(s) constitutes your agreement and consent to receive marketing or non-marketing text messages, as applicable, from credit union and others texting on its behalf (such as debt collectors), including receiving text messages made from an automatic telephone dialing system ("autodialer"), at the telephone number(s) you provide.

The terms of other agreements with the credit union may also apply to your use of any credit union Text Messaging service. At a minimum, the terms of the Agreement apply to your use of the credit union's text message services. In addition, consent is not a condition of any purchase, product, or service. You may opt-out of these communications at any time.

We may send any credit union Text (SMS) Message ("Text Message"), either directly, or via third-party vendors or authorized service provider, through your communication service provider in order to deliver it to you. You agree that your communication services provider is acting as your agent in this capacity. You agree to indemnify us and our third-party vendors (including debt collectors) harmless, from and against any and all losses, claims, damages, liabilities, costs or expenses (including any attorneys' fees) that arise out of your breach of any of the foregoing representations and agreements.

**Program Description**

The credit union and its service providers may use an autodialer to deliver text messages to you. The credit union's text messages are intended to provide informational, transaction, or marketing information regarding our products and services.

You agree the credit union may use an electronic record to document your consent. To update our records with your contact information, please call 800.839.6328.

These Terms and Conditions will apply if you withdraw the consent mentioned above or opt-out of the credit union Text Messaging.

The credit union Text Messaging is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts. This service may not be encrypted and at some point, may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service.

You agree further, in order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

**Consent to Receive Telemarketing Calls**

By agreeing electronically, you also authorize the credit union and others acting on behalf of the credit union to deliver or cause to be delivered to you, and you consent to receive advertising and Text Messaging at the telephone number you provided, including calls using an automatic telephone dialing system. The text messages may contain special offers or promote credit union products. **YOU ACKNOWLEDGE AND AGREE YOU ARE NOT REQUIRED TO CONSENT, OR ENTER INTO THIS AGREEMENT, AS A CONDITION OF RECEIVING ANY FINANCIAL PRODUCT OR SERVICE (INCLUDING A LOAN).**

**Message Frequency**

The number of text messages you receive will vary depending on which credit union Text Messaging programs you sign up to receive and the frequency of the messages sent by those programs.

**Fees**

We do not charge or impose a fee of any kind for your access to or use of Text Messaging. However, you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with Text Messaging imposed by your communications service provider. Standard message and data charges may apply to each text sent or received (please contact your mobile communication service provider for pricing plans).

**How to Opt-In**

To opt-in to a credit union Text Messaging program(s), that may be offered from time to time, please follow the instructions provided by the specific program from which you wish to receive messages. Reply as indicated in an initial Text Message.

**How to Opt-Out**

You may revoke your consent to receive automated text messages at any time by (1) calling 800.839.6328 during normal business hours, (2) writing to us at Grow Financial Federal Credit Union, P.O. Box 46309, Tampa, FL 33646, or (3) sending a return text with "STOP." If you have consented to more than one Text Messaging program, your opt-out request may generate either a confirmation text or a texted request to clarify the credit union Text Messaging program to which it applies. To complete your opt-out, please provide the requested clarification.

Revoking your consent to receive automated marketing text messages from the credit union does not also revoke any consent you provided to receive automated text messages related to a specific transaction (for example, a loan application). To opt-out of Online Banking automated alerts. Please log in to your account in Online Banking to deactivate those alerts.

**Your Mobile Telephone Number**

You agree to provide a valid phone number for this service so that we may send you certain information about your applicable account. We determine in our sole discretion what information we make available through this service.

You represent that you are the owner of record for the mobile telephone number(s) you designated as your cell phone on your credit union membership. You are responsible for notifying us immediately if you change your mobile telephone number. You may notify us of a number change by contacting the Member Contact Center at 800.839.6328.

You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable, federal, state, or local law, regulation, or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

**Access or Delivery to Mobile Network Not Guaranteed**

It is your responsibility to determine if your mobile carrier supports Text Messaging and if your mobile device is capable of receiving text messages. Your receipt of our text messages is subject to the terms and conditions of your agreement(s) with your mobile carrier.

Delivery and receipt of account information through the credit union's Text Messaging may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about the credit union's Text Messaging creates any new or different liability for us beyond what is already applicable under your existing account agreements.

The credit union is not responsible for the use of Text Messaging service while driving. Safe driving is your responsibility, and you should not use this Text Messaging service while driving.

Supported carriers may change from time to time. The credit union makes no warranty regarding availability or reliability of text message services, and we shall have no liability related to any delay or failure in delivery or receipt of text messages. The credit union and carriers are not liable for delayed or undelivered messages.

#### **Eligibility**

To receive credit union text messages, you must be a resident of the United States and 18 years of age or older. We reserve the right to require you to prove that you are at least 18 years of age. We do not intend to or knowingly collect information from individuals under thirteen (13) years of age. We request that such individuals do not provide personal information through our digital interfaces, including Text Messaging.

#### **Changes to Terms and Conditions**

The credit union may revise, modify, or amend these Text Messaging Terms and Conditions at any time, without notice, except as required by law. Any revision, modification, or amendment shall be effective when it is posted to our website <https://www.growfinancial.org>. You agree to review these Text Messaging Terms and Conditions periodically to ensure that you are aware of any changes. Your continued use of a credit union text messaging service after the Terms and Conditions have changed shall constitute your acceptance of those changes.

#### **Termination of Text Messaging**

We may suspend or terminate your receipt of credit union text messages if we believe you breach these Text Messaging Terms and Conditions or your Agreement. Your receipt of credit union text messages is also subject to termination should your mobile telephone service terminate or lapse. We reserve the right to modify or discontinue all or any part of our text messages, with or without notice.

We may cancel, restrict the use of or interrupt your free subscription to any and all credit union text messaging services or terminate any and all credit union text messaging services at any time, without notice to you.

#### **Security**

Text messages to the credit union numbers are not encrypted. Please do not send us sensitive or non-public personal information to the credit union in a text message. No representative of the credit union will ever ask you to do this. If you receive a text message claiming to be from the credit union that requests you send a text with sensitive or non-public personal information, please do not respond to it. Instead, you must notify us immediately by telephone at 800.839.6328.

We may send you text messages containing HTTPS links to exchange sensitive or non-public information online to a credit union website. **ALWAYS VERIFY THE SPELLING OF THE CREDIT UNION'S WEBSITE BEFORE YOU OPEN ANY LINK TO OUR WEBSITE.**

#### **Disputes**

You agree that any action, dispute, claim, or controversy of any nature between you and the credit union arising from or related to a credit union text message service will be subject to and resolved in accordance with the terms of your Agreement.

#### **Privacy**

The credit union values your privacy. To review our Privacy Notice and Disclosure, please visit the disclosure page on our website. Our website provides information to members about their accounts and services with the credit union.



PO BOX 89909  
Tampa, FL 33689-0415

**RATE SCHEDULE - MEMBER ACCOUNTS**

The par value of a share in this credit union is \$ 1.00

**EFFECTIVE DATE:** 10/10/25

**Rates.** Rates are subject to change. Contact us anytime for the most current information regarding rates.

**SAVINGS, CHECKING, & MONEY MARKET ACCOUNTS**

ACCOUNT TYPE	MINIMUM OPENING DEPOSIT	ANNUAL PERCENTAGE YIELD (APY)	DIVIDEND RATE	RATE IS FIXED OR VARIES	DIVIDENDS COMPOUNDED/ CREDITED
Basic Savings Account	\$1.00	0.15%	0.15%	Varies	Quarterly
Club Account	\$5.00	0.15%	0.15%	Varies	Quarterly
IRA/Roth/CESA Savings Account	\$0.00	0.25%	0.25%	Varies	Quarterly
Get Fit Account	\$5.00	0.35%	0.35%	Varies	Quarterly
Project Quince	\$5.00	0.35%	0.35%	Varies	Quarterly
Health Savings Account - Checking	\$0.00	0.10%	0.10%	Varies	Monthly
Grow CashBack Checking	\$0.00	0.00%	0.00%	Varies	Monthly
Grow Checkless Checking	\$0.00	--	--	--	--
<b>Money Market Account</b>					
Balances up to \$24,999.99	\$0.00	1.11%	1.10%	Varies	Monthly
Balances of \$25,000 - \$49,999.99	\$0.00	1.36%	1.35%	Varies	Monthly
Balances of \$50,000 - \$99,999.99	\$0.00	1.56%	1.55%	Varies	Monthly
Balances of \$100,000 - \$249,999.99	\$0.00	1.71%	1.70%	Varies	Monthly
Balances of \$250,000 - \$499,999.99	\$0.00	1.92%	1.90%	Varies	Monthly
Balances of \$500,000 and up	\$0.00	2.12%	2.10%	Varies	Monthly

1. **RATE INFORMATION.** The Annual Percentage Yield (APY) and Dividend Rate reflect the total amount of interest and dividends to be paid on an account based on the rate and frequency of compounding for an annual period. The dividend rate may change monthly or quarterly as stated above. You must provide and maintain minimum opening deposits and/or minimum daily balances in order to earn the rate stated above, if so indicated.

2. **COMPOUNDING AND CREDITING.** The frequency with which dividends will be compounded and credited and is set forth above. The "Month" or "Quarter" begins on the first calendar day of the month or quarter and ends on the last calendar day of the month or quarter. Monthly dividends will be credited on the last day of the month and quarterly dividends will be credited on March 31, June 30, September 30, and December 31.

3. **MINIMUM BALANCE REQUIREMENTS.** The minimum balance requirements for each account are set forth above. Minimum balance requirements may include a minimum opening deposit and the minimum balance that you must maintain each day to earn the stated dividend rate for that account.

4. **BALANCE COMPUTATION METHOD.** *For all accounts except Health Savings Account, Grow CashBack Checking, and Money Market Accounts:* We use the Average Daily Balance to calculate dividends on your account. The Average Daily Balance Method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. *For Health Savings Account, Grow CashBack Checking, and Money Market Accounts only:* We use the Daily Balance Method to calculate dividends on your account. The Daily Balance Method applies a daily periodic rate to the balance in the account each day.

5. **ACCRUAL OF DIVIDENDS.** Dividends will begin to accrue on the business day that you make the deposit to your account.

6. **VARIABLE RATE INFORMATION.** If your rate is variable as indicated above. There are no limitations on the amount the rate can change.

7. **Bonuses.** Certain accounts have bonuses available, as follows: Project Quince and Get Fit Account. The maximum balance to open the account is \$400. The minimum monthly deposit requirement is \$20 while the maximum monthly deposit is \$400. If you fail to deposit \$20.00 per month for three months during a twelve-month period, the funds in the account will be transferred to the Basic Savings Account. If more than \$400 per month is deposited, the excess will be automatically transferred to the Basic Savings Account. When the account reaches \$10,000, we will deposit the \$100 bonus into the Basic Savings Account within 90 days. Anything in excess of \$10,000 will remain in the account to allow you to continue saving.

8. **Grow Checkless Checking Account.** To avoid overdrawing your account, transactions will be declined and returned unpaid when you don't have sufficient money in your account. You cannot use paper checks on this account. Any check written will be returned unpaid, even if you have sufficient money in your account. Our bill pay service may issue a paper check for payees who cannot receive electronic checks.

9. **Grow CashBack Checking Account.** You will earn cash back of \$0.05 per qualifying Grow VISA® Debit Card transactions. Qualified VISA® Debit Card transactions include signature or PIN based point-of-sale purchases, bill payment made with your Grow VISA® Debit Card, and on-line purchases. Excludes ATM withdrawals, deposits and transfers. We will deposit your cash back earnings the last day of the month.

10. **Grow Visa® Debit Card Point-of-Sale Transaction Limitation.** Based on your account relationship the daily limit for purchases ranges from \$3,000 to \$7,500. This applies to all types of checking.

11. **Grow VISA® Debit Card cash withdrawals.** Based on your account relationship the maximum amount of cash per day ranges from \$410.00 to \$810.00. This applies to your Basic Savings account and all types of checking.

12. **Grow Visa® Debit Card International Transaction Fee.** There will be a 1% International Transaction Fee for each Grow Visa® Debit Card transaction in U.S. dollars for both currency and non-currency conversions.

**CERTIFICATE ACCOUNTS**

EFFECTIVE DATE: 10/10/25

ACCOUNT TYPE/TERM	MINIMUM OPENING DEPOSIT	ANNUAL PERCENTAGE YIELD (APY)	DIVIDEND RATE	RATE IS FIXED OR VARIES	DIVIDENDS COMPOUNDED/ CREDITED	DIVIDEND PERIOD
<b>Certificate Account (under \$100,000.00)</b>						
6 - 11 Months	\$500.00	3.76%	3.70%	Fixed	Monthly	Monthly
12 - 17 Months	\$500.00	3.87%	3.80%	Fixed	Monthly	Monthly
18 - 23 Months	\$500.00	3.66%	3.60%	Fixed	Monthly	Monthly
24 - 29 Months	\$500.00	3.71%	3.65%	Fixed	Monthly	Monthly
30 - 35 Months	\$500.00	3.56%	3.50%	Fixed	Monthly	Monthly
36 - 47 Months	\$500.00	3.56%	3.50%	Fixed	Monthly	Monthly
48 - 59 Months	\$500.00	3.61%	3.55%	Fixed	Monthly	Monthly
60 Months	\$500.00	3.61%	3.55%	Fixed	Monthly	Monthly
<b>Certificate Account (\$100,000.00 and greater)</b>						
6 - 11 Months	\$100,000.00	3.87%	3.80%	Fixed	Monthly	Monthly
12 - 17 Months	\$100,000.00	3.97%	3.90%	Fixed	Monthly	Monthly
18 - 23 Months	\$100,000.00	3.76%	3.70%	Fixed	Monthly	Monthly
24 - 29 Months	\$100,000.00	3.82%	3.75%	Fixed	Monthly	Monthly
30 - 35 Months	\$100,000.00	3.66%	3.60%	Fixed	Monthly	Monthly
36 - 47 Months	\$100,000.00	3.66%	3.60%	Fixed	Monthly	Monthly
48 - 59 Months	\$100,000.00	3.71%	3.65%	Fixed	Monthly	Monthly
60 Months	\$100,000.00	3.71%	3.65%	Fixed	Monthly	Monthly
<b>IRA Certificate Account (under \$100,000.00)</b>						
6 - 11 Months	\$500.00	3.76%	3.70%	Fixed	Monthly	Monthly
12 - 17 Months	\$500.00	3.87%	3.80%	Fixed	Monthly	Monthly
18 - 23 Months	\$500.00	3.66%	3.60%	Fixed	Monthly	Monthly
24 - 29 Months	\$500.00	3.71%	3.65%	Fixed	Monthly	Monthly
30 - 35 Months	\$500.00	3.56%	3.50%	Fixed	Monthly	Monthly
36 - 47 Months	\$500.00	3.56%	3.50%	Fixed	Monthly	Monthly
48 - 59 Months	\$500.00	3.61%	3.55%	Fixed	Monthly	Monthly
60 Months	\$500.00	3.61%	3.55%	Fixed	Monthly	Monthly
<b>IRA Certificate Account (\$100,000.00 and greater)</b>						
6 - 11 Months	\$100,000.00	3.87%	3.80%	Fixed	Monthly	Monthly
12 - 17 Months	\$100,000.00	3.97%	3.90%	Fixed	Monthly	Monthly
18 - 23 Months	\$100,000.00	3.76%	3.70%	Fixed	Monthly	Monthly
24 - 29 Months	\$100,000.00	3.82%	3.75%	Fixed	Monthly	Monthly
30 - 35 Months	\$100,000.00	3.66%	3.60%	Fixed	Monthly	Monthly
36 - 47 Months	\$100,000.00	3.66%	3.60%	Fixed	Monthly	Monthly
48 - 59 Months	\$100,000.00	3.71%	3.65%	Fixed	Monthly	Monthly
60 Months	\$100,000.00	3.71%	3.65%	Fixed	Monthly	Monthly

1. **RATE INFORMATION.** The Annual Percentage Yield (APY) and Dividend Rate reflect the total amount of interest and dividends to be paid on an account based on the rate and frequency of compounding for an annual period. The APY and dividend rate are fixed and will be in effect for the initial term of the account. The rates for Renewals shall be those rates in effect at the time of renewal. The APY and dividend rate stated is based on the assumption that principal will remain on deposit until maturity; a withdrawal may reduce earnings.

2. **COMPOUNDING AND CREDITING.** Unless otherwise paid dividends will be compounded and credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account. The "Month" begins on the first calendar day of the month and ends on the last calendar day of the month.

3. **MINIMUM BALANCE REQUIREMENTS.** The minimum balance requirements for each account are set forth above. Minimum balance requirements may include a minimum opening deposit, the minimum balance that you must maintain in the account to avoid service fees, and the minimum balance that you must maintain each day to earn the stated dividend rate for that account.

4. **DAILY BALANCE COMPUTATION METHOD.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

5. **ACCRUAL OF DIVIDENDS.** Dividends will begin to accrue on the business day that you make the deposit to your account.

6. **MATURITY.** Your account will mature according to the term indicated above, and as indicated on your account summary or statement.

7. **EARLY WITHDRAWAL; PENALTIES.** We will impose a penalty if you withdraw any of the funds in your account before the maturity date. If your account has an original maturity of one year or less the penalty we may impose will equal 90 days dividends on the amount withdrawn. If your account has an original maturity of more than one year the penalty we may impose will equal 180 days dividends on the amount withdrawn. The penalty is calculated as a forfeiture of part of the dividend that has been or would have been earned on the account, and applies whether or not the dividend has been earned. The penalty may be deducted from the principal amount of the deposit. A withdrawal will reduce earnings. Exceptions to Early Withdrawal Penalties: We may grant a premature withdrawal request without penalty, or with a reduced penalty under the following circumstances: (1) If an account owner dies or is determined to be legally incompetent by a court or other body of competent jurisdiction; (2) if your account is an IRA Account and the account is revoked within seven days after the establishment of the account; (3) if the account is an IRA Account and the owner attains the age of 73; becomes disabled; or the owner qualifies pursuant to applicable law.

8. **RENEWAL POLICY.** Unless you otherwise instruct us, your certificate account will automatically renew at maturity. You will have 10 days after the maturity date to withdraw or transfer the funds without incurring an early withdrawal penalty.