Electronic Funds Transfer Agreement and Disclosure

FLORIDA HOSPITAL
Credit Union

The Electronic Funds Transfer Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Florida Hospital Credit Union (credit union). In this agreement, the words you and yours mean those who sign the Member Application as applicants, joint members, or any authorized users. The words we, us, and our mean the credit union. The word account means any one or more savings and checking accounts you have with the credit union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing the Member Application for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this 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. You cannot transfer money into or out of your account until we have validated your use of our electronic fund transfer system. To validate your Visa Debit Card, or ATM Card, access MAX or Online Banking, you will need to visit one of our branch locations, or call the designated telephone numbers, then the system will accept the use of your access devices.

    a. Visa Debit Card. You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transaction through the Internet. If you wish to pay for goods and services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your account. If the balance in your account is not sufficient to pay the transaction amount, the credit union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or our Courtesy Pay Program you have established with the credit union. 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. In the event of repeated overdrafts, the credit union may terminate all services under this agreement. You may use your card and personal identification number (PIN) in automated teller machines of the credit union, CU24, CU HERE, and PLUS networks, and such other machines or facilities as the credit union may designate. At the present time, you may also use your card to:

        - Make deposits to your share/savings, share draft/checking
        - Withdrawal funds from your share/savings, share draft/checking, and money market accounts
        - Transfer funds from your share/savings, share draft checking, money market accounts
        - Obtain balance information for your share/savings, share draft/checking, and money market accounts
        - Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
        - Other goods or services by mail or telephone from places that accept Visa.

    The following limitations on the frequency and amount of Visa Debit Card transactions may apply:

        - Purchase amounts are limited to the amount in your account
        - You may purchase up to a maximum of $1000 from credit based POS transactions per day, if there are sufficient funds in your account.
        - You may transfer up to the available balance in your accounts at the time of the transfer.
        - For security purposes, there are other limits on the frequency and amount of the transfer available at ATMs
        - See Section 2 for transfer limitations that may apply to these transactions

    b. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines of the credit union, CU 24, CU HERE, PLUS networks, and such other machines or facilities as the credit union may designate. At the present time, you may use your card to:

        - Make deposits to your share/savings, share draft/checking
        - Withdrawal funds from your share/savings, share draft/checking, and money market accounts
        - Transfer funds from your share/savings, share draft checking, money market accounts
        - Obtain balance information for your share/savings, share draft/checking, and money market accounts
        - Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry CU24, CU HERE, and PLUS network logo(s)

    The following limitations on the frequency and amount of ATM transactions may apply.
    You may withdrawal up to a maximum of $400 in any one day, if there are sufficient funds in your account
    You may purchase up to a maximum of $400 from POS (PIN based) per day, if there are sufficient funds in your account

For security purposes, there are other limits on the frequency and the amount of transfers available at ATMs
You may transfer up to the available balance in your accounts at the time of the transfer
See Sections 2 for transfer limitations that may apply to these transactions.
Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

c. MAX (Audio Response). If we approve MAX for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use MAX to:

- Withdrawal funds from your share/savings, share draft/checking, and money market account
- Transfer funds from your share/savings, share draft/checking, money market account, and loans
- Obtain balance information from your share/savings, Christmas club, share draft/checking, money market, and loans
- Make loan payments from your share/savings, share draft/checking, money market accounts
- Determine if particular item has cleared
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts
- Verify the last date and amount of your payroll deposits
- Balance inquires

Your accounts can be accessed under MAX via a touch tone telephone only. MAX service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short-time each day for data processing.

- There is no limit to the number of inquiries or withdrawal requests you may make in any one day
- See Section 2 for transfer limitations that may apply to these transactions.

The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account balance below the required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The credit union may set other limits on the amount of any transaction, and you will be notified of those limits. The credit union may refuse to honor any transaction for which you do not have sufficient available verifiable funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share/savings and/or your share draft/checking account.
Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share/savings and/or share draft/checking account.
Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (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 a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your loss or damages.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for return check fees. You are considered to have authorized these electronic funds transfers 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 of it you sign a written authorization.

f. Online Banking. If we approve Online Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Online Banking to:

- Withdrawal funds from your Share/Savings, Share Draft/Checking, and Money Market Accounts

- Transfer funds from your Share/Savings, Share Draft/Checking, and Money Market Accounts
- Make loan payments from your Share/Savings, Share Draft/Checking and Money Market Accounts
- Determine if a particular item has cleared
- Obtain tax information on amounts earned on deposit accounts or interest paid on loan accounts
- Verify the last date and amount of your payroll deposits
- Balance inquiries

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

- There is no limit to the number of inquiries or withdrawal requests you may make in any one day
- See Section 2 for transfer limitations that may apply to these transactions.

2. **TRANSFER LIMITATIONS** – For all share savings accounts, no more than six (6) preauthorized, automatic, telephone, or Internet transfers and withdrawals may be made from each account to another account of yours or to a third party in any month, and no more than three (3) of these six (6) may be made by check, draft, or access card to a third party. If you exceed these limitations, you account may be subject to a fee or be closed.

3. **CONDITIONS OF EFT SERVICES** –

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to ace as out agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.
b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
c. Foreign Transactions. Visa – Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands

Example: Converted transaction amount = $200.00
Fee Rate = .01000 = 1%
Amount of fee = $2.00
Posted Transaction Amount = $202.00

d.
e. Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are 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 are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint member you authorize to use an access code may withdrawal or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.
f. Joint Accounts. If any of your accounts accessed under this agreement are joint accounts, all joint members, including any authorized users, shall be bound by this agreement and, along and together, shall be responsible for all EFT transactions to and from any savings and checking or loan accounts as provided in this agreement. Each joint member, without the consent of any other member, may, and hereby is authorized be every other joint member to , make any transaction permitted under this agreement. Each joint member is authorized to act for the other members, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint member.

4. **FEES AND CHARGES** – There are certain fees and charges for electronic finds transfer services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to tome, the charges may be changed. We will notify you of any changes as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if your do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. **MEMBER LIABILITY** – You are responsible for all EFT transactions you authorize. 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.

   Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority of it you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If a transaction was made with your card or card number without your permission, and was either a VISA, or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions, or if you were grossly negligent in the handling of your account or card, your liability for an authorized transaction is determined as follows:

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

   Also, if your statement shows transfers that you did not make by card, code, or any other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

   407.303.1527

   Or write to:

   Florida Hospital Credit Union
   Administrative Offices
   115 Boston Ave, Ste 2400
   Altamonte Springs, Fl 32701

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

6. **RIGHT TO RECEIVE DOCUMENTATION** –

   a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
   b. Terminal Receipt. At your request, you will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Debit Card transaction with a participating merchant.
   c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by checking your account with Online Banking, MAX, contacting a credit union branch by phone, or visiting a branch office. This does not apply to transactions occurring outside the United States

7. **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 credit bureau or merchant
   - If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s)

- To comply with government agency or court orders, or
- If you give us your written permission

8. **BUSINESS DAYS** – Our business days are Monday-Friday, excluding holidays

9. **CREDIT UNION 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

    - If, though no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, 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 transaction does not have enough cash
    - If the ATM is not working properly and you knew about the problem when you started the transaction
    - If the circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction
    - If the money in your account is subject to legal process or other claim
    - If the funds in your account are pledges as collateral or frozen because of a delinquent loan
    - If the error was caused by a system of any participating ATM network
    - If the electronic transfer was not completed as a result of your willful or neglectful use of your card, access code, or any EFT facility for making such transfers
    - If the telephone or computer equipment you use to conduct MAX or Online Banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction
    - Any other exceptions as established by the credit union

10. **NOTICES** – All notices from us will be effective from when we have mailed them or delivered them to your last known address in the credit union's 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 this service is offered. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

    - The following information is a list of safety precautions regarding the use of ATM.
    - Be aware of your surroundings, particularly at night
    - Consider having someone accompany you when the ATM is used after dark
    - Close the entry door of any ATM facility equipped with a door
    - 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. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know
    - Refrain from displaying your cash at the ATM facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home
    - If you notice anything suspicious at the ATM, consider using another ATM or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
    - If you are followed after making a transaction, go to the nearest public area where people are located
    - Do not write your personal identification number (PIN) or access code on your ATM card
    - Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone

11. **BILLING ERRORS** – In case of errors or questions about electronic funds transfers from your savings and checking accounts, or if you need more information on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at:

    407.303.1527

    Or write to:

    Florida Hospital Credit Union
    Administration Offices
    115 Boston Ave, Ste 2400
    Altamonte Springs, Fl 32701

    Tell us your name and account number
    Describe the electronic transfer you are unsure about and explain, as clearly as you can why you believe the credit union has made an error or why you need more information
    Tell us the dollar amount of the suspected error

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

We will tell you the results of our investigation within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within (10) business days, we may not credit your account.

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

* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you made the first deposit to your account, notice an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. **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 codes. You must return all cards to the credit union. You also agree to notify any participating merchants that 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 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 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 electronic transactions made prior to termination.

13. **GOVERNING LAW** – This agreement is governed by the bylaws of Florida Hospital Credit Union, federal laws and regulations, the laws and regulations of the state of Florida and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.

14. **ENFORCEMENT** – You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring any 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's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collections actions.