



3022 N. Roosevelt Blvd.  
Key West, FL 33040  
305-294-6622  
KeysFCU.org  
Updated February 2020

## **Membership - Terms & Conditions - Account Agreement**

This is the Agreement between you, the member, and Keys Federal Credit Union (“Credit Union”), regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

You should retain a copy of the agreement and feel free to contact the Credit Union if you have any questions. In addition to your agreement with the terms and conditions set forth in this document, by establishing an account with the Credit Union you acknowledge receipt of and agree to the various terms separately provided to you regarding Truth in Savings, Availability of Funds, and Electronic Fund Transfers (EFT) and Wire Transfer Disclosures. The various terms and conditions set forth in those documents are incorporated into this Agreement by reference. You also agree to abide by the Bylaws of the Credit Union.

This Agreement and those documents discussed above include certain disclosures required under the Truth-In-Savings Act and National Credit Union Administration and Federal Reserve Board regulations and commentary, the Electronic Fund Transfer Act (Regulation E), the Funds Availability Act (Regulation CC), Regulation D, and Uniform Commercial Code Article 4A.

Throughout this Agreement, the words “you” and “your” mean the member and any joint members or co-depositors or co-borrowers. The words “we”, “our”, “us”, and “Credit Union” mean Keys Federal Credit Union.

### **Membership**

**Membership Eligibility:** The Credit Union serves in its field of membership those applicants within the Keys Federal Credit Union’s common bond as defined in its Charter. Keys Federal Credit Union is a Federally Chartered Credit Union. Once you join you can stay with Keys Federal Credit Union even if you relocate - “once a member, always a member”. Speak with one of our service representatives to determine if you are eligible to join. Only members in good standing may receive the benefits and services of the Credit Union.

Keys Federal Credit Union is organized under regulatory laws that are monitored and enforced by the National Credit Union Administration, an agency of the U.S. Government.

**Becoming a Member:** To become a member of the Credit Union, you must complete a Member Application and open a Share Savings Account. The basic deposit that you must maintain in your Savings Account is \$5.00.

**Credit Information:** You authorize the Credit Union to investigate your credit standing when opening or reviewing any loan account. We may report information about your loan account(s) to credit bureaus. Late payments, missed payments, or other defaults on your loan account(s) may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

**Deposits Generally:** After you have established your Share Savings Account, you may make additional deposits into that account, or establish other types of accounts as described herein, at any time and in any amount. Accounts are not transferable except on the Credit Union's books and records. We may establish minimum amounts for deposits in your Regular Shares Account or any other accounts you have with the credit union.

You can make deposits in person, at certain ATMs, via mobile banking, and by mail. At the present time, you can arrange to have one or more of the following deposits made directly to your accounts: (1) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits. If you have an automatic teller machine (ATM) card or a debit card, you can also make a deposit through one of the automated teller machines equipped to accept deposits.

If we deposit any funds into your account(s) by direct deposit, which should have been returned to the State or Federal Government for any reason, you authorize us to charge your account for the amount of those funds and return the funds to the issuing governmental entity. We may charge your account without providing prior notice, unless otherwise required by law, and return the funds to the issuing party. We may also charge your account for this type of transaction if so disclosed on our fee schedule.

#### **Membership - Terms & Conditions - Account Agreement**

If we deposit any funds into your account(s) by direct deposit, which should have been returned to the State or Federal Government for any reason, you authorize us to charge your account for the amount of those funds and return the funds to the issuing governmental entity. We may charge your account without providing prior notice, unless otherwise required by law, and return the funds to the issuing party. We may also charge your account for this type of transaction if so disclosed on our fee schedule.

If you have been given access to Keys FCU Online, you can also transfer funds from one account to another within this credit union and to accounts at other financial institutions via Keys EzPay.

If you have arranged to have direct electronic fund transfer deposits made to your account, you can call us (305) 294-6622 to find out whether or not the deposit has been made. In addition, you will receive an account statement showing all such direct deposits at least monthly. Your account statements will be admissible as evidence of the electronic fund transfer deposit or other transaction they represent in any action in a court of law.

All deposits are subject to proof and verification. If you deposit a check, draft, or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal regulations. If there are special fees for collecting your deposit, you promise to pay them. We may deduct such fees directly from your account. If we feel there is a reason to do so, we may refuse, limit, or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay interest on amounts subject to garnishment, levy, or other legal process; and we reserve the right not to pay interest on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest).

All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of

the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the credit union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees.

**Withdrawing Money From Your Account:** As long as you have money in an account, and subject to any applicable state or federal laws and regulations and any specific terms of this Agreement, money can be withdrawn from your accounts by any method approved by the Credit Union.

**Fees:** Any account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Fee Schedule for a list of fees. These fees may be changed at our discretion. We will provide you notice of such changes in accordance with law.

**Transaction Limitations:** With regard to your Savings or Money Market Account, during any month you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfers; transfers authorized by phone, fax, or online; and transfers by check, debit card, or similar order payable to third parties. Other types of transfers and withdrawals, such as those made in person, by mail, or at an ATM can be made without limitation. If you exceed the transfer limitations herein, your account may be assessed additional fees and/or will be subject to closure. If you exceed the transfer limitations set forth above in any month with respect to one of your accounts, your account may be charged additional fees for any additional transactions, or that account will be subject to closure by the Credit Union. Please refer to the Truth-in-Savings Disclosure for more information regarding transaction limitations. The Credit Union reserves the right to require not less than 7 days advance notice nor more than 60 days advance notice from you of any withdrawals.

**Unlawful Internet Gambling Notice:** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**Power of Attorney:** If you appoint an agent as your Attorney-in-Fact with a Power of Attorney document and we accept the documentation presented for such an appointment, we may accept such an authorization for transactions without further communication to you.

Unless your Power of Attorney document specifically prevents you from entering into transactions, we may accept either your personal transactions and/or those authorized by your appointed "Agent".

### **Special Terms Regarding Checking Accounts**

**Deposits Generally:** Once you have established your Checking Account, you may make additional deposits into those accounts at any time and in any amount subject to the terms of this Agreement. The above terms regarding "deposits generally" also apply to Checking Accounts, except as they may be modified by this section. All drafts drawn on your Checking Account may be returned by us unpaid for any reason that drafts are normally returned, such as, for example, insufficient funds, uncollected funds, an altered document, or litigation, checks deposited into your account in the account holder's name and not a professional capacity if applicable.

**Minimum Balance:** There may be a minimum balance to open a Checking Account and there may be a minimum balance to avoid fees.

**Withdrawing Money From Your Checking Account:** As long as you have money in your Checking Account, and subject to any applicable state or federal laws and regulations, available funds can be withdrawn from your account by written draft, or any other method approved by the Credit Union.

Checks must generally be ordered through the Credit Union. If checks are not ordered through the Credit Union, the Credit Union will assess a fee whenever problems in clearing such drafts in an automated fashion arise. When you order checks through the Credit Union, the Credit Union will charge your account for the costs of said checks, which costs vary depending on the style of drafts ordered. You may select drafts from the current styles available.

**Payment of Checks:** The Credit Union is under no obligation to pay a check which is more than 6 months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check.

**Funds Availability:** Funds from deposits you make into your Checking Account may not always be immediately available. Refer to our Funds Availability disclosure for more details.

**Fees:** As with all other accounts, your Checking Account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Fee Schedule for a list of fees. These fees may be changed at our discretion according to applicable regulation.

**Check Printing:** Keys Federal Credit Union reserves the right to require that all purchases of printed checks be done through the credit union's authorized check printers. If at any time you should order checks from an unauthorized printer, Keys Federal Credit Union waives any liability from any problems resulting in the use of those checks. For instance, the check not clearing properly because of the poor ink quality of the magnetic numbers printed on the bottom of the check.

**Overdraft(s):** If paper check, debit card, ACH or other electronic type transaction is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). We will not honor overdrafts of any type from the ATM or over the counter with a teller. While we reserve the right to pay or not pay any item presented without sufficient available funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient available funds (NSF). If you wish to exercise this option and prefer that we not pay such items you must contact us by calling us at (305) 294-6622 or writing us at 3022 N. Roosevelt Blvd., Key West, FL 33040 and informing us that you do not want us to pay any items presented without sufficient available funds. If you do not notify us, we retain the right, at our discretion, to pay or not pay any item presented without sufficient available funds. The amounts of the overdraft and NSF fees are disclosed on the Fee Schedule. We encourage you to keep careful records.

Members have the option of opting-in or opting-out of overdraft services for ATM and one-time debit card transactions before overdraft fees may be assessed. If you opt out of this service, your transaction(s) may be declined if sufficient funds are not available. If you opt into this service and we pay the item(s), you will be assessed a fee, per the fee schedule.

**Suspension of Services:** The Credit Union reserves the right to suspend the benefit of any credit union service at any time for reasonable cause. We also have the right to pay any check presented for payment from your account after your account is closed or suspended and we may proceed to collect any such amount paid from you.

**Truncated Drafts; Statements:** Your canceled checks will not be returned to you; they will become Credit Union property and be held by us (“truncated”) for you. Your monthly statement will itemize your canceled drafts by number, date of clearing and the amount of the draft. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed. A copy of any check will be available to you as required by law. There may be a small fee to obtain a copy of a draft (see the Fee Schedule for a list of fees).

### **Stop Payments**

If a Stop Payment Order expires and the item is subsequently presented, the Credit Union has no liability for claims and damages resulting from the Credit Union honoring or paying the item. We do not have to notify you when a stop payment order expires.

**Stop Payment Order Request:** You may request a stop payment order on any item drawn on your account. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union’s computer to identify the item. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. 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 to any other party for payment of the draft. If we re-credit your account after paying a draft 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 draft, and to assist us in any legal action.

**Automated Clearing House (ACH) Stop Payments:** The credit union will not be responsible for stopping payment unless a request is received within a reasonable time for the credit union to act prior to final payment or other action or at least 3 business days before the schedule date of a preauthorized EFT. The Credit Union’s liability shall not, in any event exceed the amount of the item described above. This Stop Payment Request is subject to the ACH rules. The Credit Union member will reimburse the Credit Union for any loss it sustains in honoring this request. You agree to notify the Credit Union promptly upon issuance of any duplicate item, which replaces the item subject to this Stop Payment Request, or upon return of the original item.

ACH Stop payment orders include transfers for Electronic Check Conversion, Post-Dated Items, Recurring Preauthorized EFT & Single Preauthorized EFT transfers.

If an ACH Stop payment order is for recurring EFTs (all future EFTs), you understand that you must obtain written confirmation of the revocation from the Originating Company listed above within 14 days. If you do not provide this written confirmation to the Credit Union, you understand the Credit Union will honor subsequent debits. Preauthorized EFTs will never expire unless you request a withdrawal of the request.

If this stop payment order is for a Non-Clearing House check/draft, it will expire after 6 months unless renewed in writing.

If a verbal stop-payment order is accepted at the Credit Union and you fail to complete and submit this written request for the stop payment order within 14 days, the credit union’s block on the payment shall be lifted and the credit union will issue payment to any payee(s). An oral stop payment order ceases to be binding after 14 days if you fail to provide this written confirmation of the stop payment order.

**Liability:** Fees for stop payment orders are set forth on the Fee Schedule. You generally may NOT stop payment on any certified check, teller's check or any other check, draft, or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information you provided the Credit Union.

**Payment of Checks After Death:** The Credit Union may, after the date of your death, pay share drafts drawn before death unless ordered to stop payment by the Personal Representative or other appropriate person claiming an interest in the account.

### **Other Terms and Conditions**

**Section Headings:** Section headings in this Agreement are for reference only and shall not govern the interpretation of any of the provisions of this Agreement.

**Individual Account(s)** are owned by one person.

**Joint Accounts (Survivorship Accounts):** If two or more parties have signed a signature card, you are creating, and intend to create, a "joint tenancy with rights of survivorship." That is, you as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. Payment to any of you or the survivor(s) of you, or your personal representatives, administrators or assigns of the last survivor(s) of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Each signer appoints each other signer to be his or her irrevocable attorney: to make deposits to the account; to endorse, for cash or deposit, any checks, or other items whether payable to one of the signers alone or with others; and to receive and provide receipt for all funds. The Credit Union has no obligation to inquire into the source or application of these funds. To induce us to act thereunder, each person signing the signature card jointly and singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorney's fees, except as may be limited by applicable law. Any or all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan(s) to this Credit Union. No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and disclosures of this agreement, and hereby acknowledges receipt thereof. With the exception of Certificate Accounts or as otherwise prohibited by law, any joint owner on an account is also a joint owner on all sub-accounts listed under that account number.

**Joint Accounts (Tenants in Common Accounts):** A joint account held as "Tenants-in-Common" is an account owned by two or more parties. Upon the death of one party, the remaining party(ies) do not receive the benefit of or assets in the account. We encourage you to tell us in writing the percentage of the deposit contributed by each of you. This information will not, however, affect the required number of signatures required on the account(s) for withdrawal.

**Revocable Trust or Pay-on-Death Account:** If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the

account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change the account types, and (3) withdraw all or part of the account funds at any time.

**Custodial Accounts for Minors:** Any custodial accounts for minors are subject to the terms and conditions set forth in the Uniform Transfer to Minors Act. It is your responsibility to know and abide by any legal effects related to this type of account.

**Other Accounts for Minors:** We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Florida law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to a minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**Business Accounts:** To the extent applicable and not superseded herein, the terms and conditions governing individual accounts and services govern business accounts and services provided to organizations.

**Missing Endorsements:** The Credit Union is authorized to supply any of your endorsements on any check or other instrument tendered for any account, and the Credit Union shall have no liability in connection with the collection of such items that are handled by it without negligence, and the credit union shall not be held liable for the acts of any agents, subagents, or others. We may accept transfers, checks, drafts, and other items for deposit into your account(s) if they are made payable or to the order of one or more account owners, even if they are not endorsed by all payees. Withdrawals may not be made on account of such items until collected, or as otherwise provided by law. Any amount not collected, or later returned, may be charged back to the account, including expense incurred, and any other outside expenses incurred relative to the account may be charged to it.

**Convenience Signer/Agency Designation on an Account:** A convenience signer or 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. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

**Savings Insurance:** Your savings in the Credit Union are insured up to \$250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. Retirement accounts, including IRA share accounts and traditional IRA certificates, are covered separately to \$250,000 by the NCUA. Generally, if a credit union member has more than one individual account in the same insured credit union, those accounts are added together and are insured up to \$250,000. Shares maintained in different legal ownership capacities may each be separately insured. There are numerous combinations of accounts that can increase your total coverage. Contact a Member Service Representative to discuss ways to increase your total coverage.

**Charges:** You agree to pay fees in connection with your accounts in accordance with the Fee Schedule for accounts in effect from time to time. We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any charges owed by you from any of

your accounts, whether you are an owner or joint owner. We reserve the right to waive any charges in our sole discretion.

**Return of Deposits/Closed Accounts:** We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all your accounts with us without prior notice to you. Provided, however, we may not terminate your membership in the Credit Union without satisfying the notice provisions of the Credit Union Bylaw Provisions and regulations. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. Any withdrawal that reduces the amount in an account to zero (other than a checking account) may automatically close that account. We are not liable for any check, withdrawal or other order after an account is closed. Any checks presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

**Statement(s):** If we send you a periodic statement for your checking account, the statement(s) will include all activity on your account as required by law. You will receive a periodic statement for your savings account or other savings accounts, unless you have an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Checking Account and other savings accounts. Each such statement shall show the transactions on your accounts and any charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts on which we do not have a valid address on file. You should examine the periodic statement carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately. You agree that the time you must examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30-days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 calendar days of when we first send or make the statement available. You cannot assert a claim against us on any items in that statement, and as between you and us, the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care.

The limitation in this paragraph is in addition to that contained in the first paragraph of this section. If you do not receive a periodic statement when you would normally receive one, you agree to notify us within fourteen (14) calendar days of the time you normally would have received a statement. The Credit Union will not be liable if items were forged or altered such that a reasonable financial institution could not detect the fraud.

**Agreement:** This agreement shall be effective and shall govern all deposit accounts with us. By signing a membership application, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this agreement. This agreement shall supersede all previous agreements for such accounts.

**Amendment:** We may change any of the items of this agreement at any time without prior notice to you if the change is favorable to you. We may make changes that are adverse to you only if we provide you with any notice required by law or required in this Agreement. You may close the account if you do not agree to the changes; if you continue to use the account or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes.

**Notice of Name or Address Changes:** You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to



communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in address or name to be in writing.

**Notice of Amendments:** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms or rates as required by law or as required in this Agreement. All notices regarding the account will be posted in our office lobbies or will be sent to you to the address shown on your statement. In the event of joint ownership, notice by or to any one joint depositor shall be deemed notice by or to all. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to Keys Federal Credit Union, 3022 N. Roosevelt Blvd., Key West, FL 33040.

**Effect of Notice:** Any written 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. Notice to any account owner is considered notice to all account owners.

**Indemnity:** If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities, or damages including actual attorneys' fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

**Severability:** If any of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

**Waiver:** We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we chose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

**Telephone Requests:** You agree (for joint accounts, all joint owners agree jointly and severally) that funds in any of your accounts with us can be transferred upon the telephone request of any signer on the account. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order, or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

**Facsimile Signatures:** You agree (for joint accounts, all joint owners agree jointly and severally) that the Credit Union may accept and rely on facsimiles of your signature(s) on any deposit or withdrawal form, order or other notices, requests, or instructions regarding any account under this Agreement or with the Credit Union provided they resemble the facsimile signature specimen filed with us and contain the required number of signatures for this purpose. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order, or instruction we believe to be genuine. Furthermore, we may refuse to execute any facsimile request or order.

**Information About Your Accounts and About you:** Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose

information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to Credit Union or financial institution regulators; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information; (9) when we are attempting to collect an obligation owed to us; or (10) unless otherwise prohibited by law. In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others. For additional information about how we share your information with third parties, please refer to the Credit Union's Privacy Notice.

**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 pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process, including but not limited to responding to garnishments, attachments, or levies on your account(s), may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our priority lien and security interest.

**Choice of Law Disclosure:** Keys Federal Credit Union may accept transactions on your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Florida as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**Right to Repay Loans Without Penalty:** Unless any loan agreement otherwise specifies, you have a right to repay any loan at any time in advance or in-full without penalty.

**Taxpayer Identification Numbers 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 TIN, we may suspend opening your account.

**Special Account Instructions:** You may request that we facilitate certain business, trust, will, 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 business, trust, will, 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 or post a bond or other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form, and accepted by us.

**Termination of Account:** We may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share

drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

**Termination of Membership:** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union. Termination of your membership does not relieve you from any legal obligation created while you were a member of this Credit Union.

**Account Agreement:** Your application for Membership in the Credit Union as well as your use of any Credit Union Membership privileges constitutes and acknowledgement and consent to the terms and conditions of your accounts as set forth in this account agreement and all other accompanying disclosures provided to you.

**Payment Order of Items:** The law permits us to pay items, (such as checks) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in the order that they are received. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable to every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**Pledges:** Subject to the Credit Union's priority lien in any deposits and unless we agree otherwise in writing, each owner of an account may pledge all or any part of the funds in it for any purpose to which we agree. The Credit Union's lien on any deposit and any pledge of an account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**Lien & Right of Offset/Enforcement:** If you owe us money as a borrower, guarantor, endorser or otherwise, you acknowledge that we have a statutory lien and consensual lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, or for any loss, cost or expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions of this Agreement or that we may take to enforce this Agreement or any other Agreement you may enter into with us. This security interest is not applicable to obligations secured by your residence, or unless otherwise may prohibited by applicable law. We will notify you if we have exercised our right of offset. All accounts are non-assignable and non-transferable to third parties.

Inserted Notice for the Telephone Consumer Protection Act. Insert ends at USA PATRIOT Act

**Notice For The Telephone Consumer Protection Act:** 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 or mobile 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. 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.

You agree we and/or our third-party debt collectors may contact you by telephone or text message at any telephone number now or later associated with your account, including wireless /cell phone numbers which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of email messages to any address now or later affiliated with your account, prerecorded or artificial voice messages, text messages and voice mail messages. You may withdraw consent to be contacted on your wireless telephone number(s) at any time by providing written notice to us at 3022 N. Roosevelt Blvd, Key West, FL 33040, by email to donotcall@keysfcu.org, via phone at 305-294-6622, or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with this membership, you represent and agree you are the subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) for which you are providing your consent to be contacted.

Phone calls between you and Keys Federal Credit Union (“us”, “we” or “our”) or any of our affiliates, agents, assigns and service providers, may be monitored and recorded by us and any of our affiliates, agents, assigns and service providers, to enhance service to you. You consent to this monitoring and recording.

**Questions:** In case you have any questions regarding our Membership/Terms and Conditions Account Agreement, please contact us at: 305-294-6622 or write to Keys Federal Credit Union, 3022 N. Roosevelt Blvd., Key West, FL 33040.

#### **USA PATRIOT Act**

In accordance with the USA PATRIOT Act, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

#### **What This Means to Our Members**

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow Keys Federal Credit Union to identify you. You will also be asked to furnish your driver’s license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current member of Keys Federal Credit Union.