

ENVISION CREDIT UNION

This Credit Union is federally insured by the National Credit Union Administration.

DISCLOSURE

MEMBER ACCOUNT TYPES, MEMBER ACCOUNT DESCRIPTIONS,
TERMS AND CONDITIONS, ELECTRONIC FUNDS TRANSFER,
FUNDS AVAILABILITY, PRIVACY, ATM SAFETY, AND FEES FOR SERVICES

EFFECTIVE DATE: 07-21-2011

MEMBER ACCOUNT TYPES:

To be a member of Envision Credit Union, you must establish a Membership Share Account. Once a membership has been created, you will have the ability to open one or more of the following types of savings and deposit accounts, subject to the specific Descriptions, Terms and Conditions and applicable disclosures as set forth in this Disclosure. All account types are subject to the fees as outlined in "Fees for Services." Current dividend/interest rates, minimum balance requirements and annual percentage yields will be given to you at the time an account is opened and specifically applicable to that account. All general dividend/interest rates may be found in our "Share, Savings & Deposit Rates" chart published from time-to-time and is available in any Financial Center and on the web site www.envisioncu.com. The account types are:

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| Membership Share Account | Special Savings Account |
| Christmas/Holiday Savings Club Account | Summer Paycheck/Vacation Savings Account |
| IRA Money Market Account | Sterling Fund Account |
| Sterling Fund PLUS Account | Checking Account |
| Certificate of Deposit | IRA Certificate of Deposit |

The Credit Union may, in its sole discretion, make changes to or amend this Disclosure, the Fees for Services and/or any disclosures, terms, conditions or other matters herein at any time. You will receive notice of such changes or amendments as required by applicable law. You may request a current Disclosure and Fees for Services from us at any time.

You understand and agree that this Disclosure, as amended by the Credit Union from time to time, will govern your Credit Union accounts opened by you in conjunction with the opening of your membership and all accounts opened by you thereafter. You understand and agree that while you may not receive the Disclosure in conjunction with the subsequent opening of any additional accounts, the Disclosure, as amended by the Credit Union from time to time, will also govern such additional accounts. You also understand and agree that this Disclosure, as amended by the Credit Union from time to time, will govern all applicable services described in this Disclosure, including any applicable services received by you after the opening of your membership even if you do not receive the Disclosure at the time you receive such services following opening of your membership.

MEMBER ACCOUNT DESCRIPTIONS:

Membership Share Account (Suffix 0)

The Membership Share Account has a minimum opening purchase requirement of one share equal to \$25.00. The Membership Share Account must remain open and active in order to continue as a member and to use all other Credit Union services. The Membership Share Account is a variable-rate account and is not subject to access by check. Dividends are computed using the average daily balance method and will be paid and compounded monthly. If your average daily balance is equal to or greater than the minimum balance set forth for the Membership Share Tier 1 on the Share, Savings & Deposit Rates chart, dividends will be computed on your entire average daily balance using the dividend rate and annual percentage yield disclosed for Membership Share Tier 1 on the chart. If your average daily balance is equal to or greater than the minimum balance set forth for Membership Share Tier 2 on the current Share, Savings & Deposit Rates chart, dividends will be computed on your entire average daily balance using the dividend rate and annual percentage yield disclosed for Membership Share Tier 2 on the chart. If your average daily balance is equal to or greater than the minimum balance set forth for Membership Savings Tier 3 on the current Share, Savings & Deposit Rates chart, dividends will be computed on your entire average daily balance using the dividend rate and annual percentage yield disclosed for Membership Share Tier 3 on the chart. For this account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date of such dividend period is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of the dividend period, and for the example is January 31st. The dividend rate and annual percentage yield are subject to change at any time at the discretion of the Credit Union's Board of Directors. This account offers unlimited daily deposit and withdrawal access and may be accessed by electronic funds transfer devices and services.

Savings Accounts

Savings Accounts are variable-rate accounts and are not subject to access by check. Interest is computed using the average daily balance method and will be paid and compounded monthly. Interest is earned based on your average daily balance within the same three tier system as described for the above Membership Share Account dividend earnings and as reflected on the Share, Savings & Deposit Rates chart. The interest rates and annual percentage yields are subject to change at any time at the discretion of the Credit Union.

The Special Savings Account has a minimum opening balance of \$100.00 and offers unlimited daily deposit and withdrawal access. This account may not be accessed by Automated Teller Machines (ATM) or Point-of-Sale (POS) Terminals. A designated savings account may also be used to accumulate funds in order to purchase U.S. Savings Bonds periodically in accordance with a preauthorization provided to the Credit Union.

The Christmas/Holiday Savings Club Account imposes a fee for any withdrawals other than those made in November and December. Unless you specify otherwise, on the second Friday of each November the Credit Union will transfer all funds in your account into your checking Account or, if you do not have a checking Account, your Membership Share Account. However, the Christmas/Holiday Savings Club has no maturity date and will remain open after the transfer.

The Summer Paycheck/Vacation Savings Account imposes a fee for any withdrawals other than those made in June, July and August. Unless you specify otherwise, on the second Friday of each July the Credit Union will transfer 50% of the funds in your account into your checking Account or, if you do not have a checking Account, your Membership Share Account. Unless you specify otherwise, on the second Friday of each August the Credit Union will transfer the funds in your account into your checking Account or, if you do not have a checking Account, your Membership Share Account. However, the Summer Paycheck/Vacation Savings Account has no maturity date and will remain open after the transfer.

Sterling Fund Account

The regular Sterling Fund Account is a variable-rate account with a minimum opening balance of \$2,000.00. Interest is computed using the average daily balance method and will be paid and compounded monthly. If your average daily balance is equal to or greater than the minimum balance set forth for Sterling Fund Tier 1 on the Share, Savings & Deposit Rates chart, interest will be computed on your entire average daily balance using the interest rate and annual percentage yield disclosed for Sterling Fund Tier 1 on the chart. If your average daily balance is equal to or greater than the minimum balance set forth for Sterling Fund Tier 2 on the current Share, Savings & Deposit Rates chart, interest will be computed on your entire average daily balance using the interest rate and annual percentage yield disclosed for Sterling Fund Tier 2 on the chart. If your average daily balance is equal to or greater than the minimum balance set forth for Sterling Fund Tier 3 on the current Share, Savings & deposit Rates chart, interest will be computed on your entire average daily balance using the interest rate and annual percentage yield disclosed for Sterling Fund Tier 3 on the chart. The interest rates and annual percentage yields will be subject to change at any time at the discretion of the Credit Union. Each check and/or withdrawal in excess of a total of three per month and each check or withdrawal for less than \$25.00 will be subject to a fee.

The Sterling Plus Fund Account is a variable-rate account with a minimum opening balance of \$25,000.00. Interest is computed and paid in the same manner as the regular Sterling Fund. Average daily balances of \$25,000.00 and up will receive a premium rate of interest as provided in the Share, Savings & Deposit Rates chart. Average daily balances of less than \$25,000.00 will receive a lower rate of interest as determined by the tiers indicated on the chart and will be subject to a monthly fee as provided in the Fees for Services schedule.

Checking Account

A personal checking account is a variable-rate account that offers unlimited deposits and check writing access under the terms described below and which has a minimum opening balance of \$25.00. A checking account has no monthly maintenance fees and no minimum balance requirement, and it may be accessed by ATM or POS terminals or devices. Insufficient funds, uncollected funds, research, and other account activity fees are listed in our Fees for Services schedule.

A sole checking account owner must be age 18 or older. Anyone under the age of 18 must have an adult joint owner on the account and no one under the age of 14 will be allowed as a joint checking account owner.

Current features of a checking account include a free ATM/Debit card for owners 18 years of age and older, when qualified; free MoneyLine; and free eBranch access. An overdraft protection transfer service, in which available funds from other accounts are transferred at our discretion to cover overdrafts, is also available. There may be additional features and benefits of a checking account from time-to-time which may be dependent on the account relationship of the member. These will be described in the various marketing and informational materials made available and distributed through various channels.

Maintenance of a certain average daily balance throughout the month may entitle the account to payment of interest based upon balance tiers as established by the Credit Union. The tiers and rates are published weekly and are contained in the Share, Savings & Deposit Rates chart. Interest is computed using the average daily balance method and will be paid and compounded monthly. The tier levels, interest rate and annual percentage yield, as provided on the Share, Savings & Deposit Rates chart, will be subject to change any time at the discretion of the Credit Union.

We may, at our discretion, provide "Courtesy Payment" of NSF/uncollected items. Eligibility for this feature requires direct deposit for payroll, Social Security, and/or retirement benefits. If this account does not receive the required direct deposit for more than 30 days, the Credit Union may terminate the eligibility of the checking account for "Courtesy Payment" at our sole discretion. We will not, in any case provide "Courtesy Payment" with regard to ATM or one-time debit card transactions unless you have previously authorized such payment. At all times, courtesy payment of NSF/uncollected items and the maximum overdrawn balance permitted remains exclusively at the discretion of the Credit Union. A fee will be assessed for each "Courtesy Payment" as disclosed in our Fees for Services schedule.

Abuse of any checking account or its terms may result in termination of certain features of the account or closing of the checking account completely, solely at the option of the Credit Union.

Envision Credit Union constantly strives to maximize the amount of interest earnings funds entrusted to us by our members, providing revenues which make it possible to pay competitive dividends and interest to members and to provide for the overall soundness of our member owned credit union. To that end, we perform a process which allows us to shift funds from non-interest earning cash accounts with the Federal Reserve Bank (FRB) into interest earning accounts. To do that, we modify the way we report member checking account balances as part of an aggregate total to the FRB by periodically reclassifying and transferring checking account balances in checking and savings sub-accounts for regulatory accounting and reporting purposes. Rest assured, this procedure will not affect your available balances, earnings on dividend/interest bearing accounts, NCUA federal insurance, statements or any other feature of your checking account. Again, this will allow us to substantially lower our reserve requirement balance at the FRB and increase the amount of funds available for loans and investments, thereby increasing our ability to serve our members.

Certificate of Deposit Account

A Certificate of Deposit (CD) Account is a fixed rate account for a fixed term with a maturity date as stated on the certificate receipt. The disclosed interest rate and annual percentage yield will apply until the first maturity date. The interest rate and annual percentage yield for the initial term and any renewal term are set at the discretion of the Credit Union. Interest is calculated using the daily balance method, which applies a daily periodic rate to the principal plus accrued interest in your account each day. Interest is compounded daily and credited monthly. You may not

make additional deposits to this account after the initial deposit. The disclosed annual percentage yield is based on an assumption that interest will remain in the account until maturity. A withdrawal will reduce earnings. If you make a withdrawal of principal before the maturity date, we will impose an early withdrawal interest penalty on the amount of principal withdrawn. The amount of the penalty is based on the term of your CD and is disclosed on the Share, Savings & Deposit Rates chart. Also, a termination fee will be assessed if you redeem your account within 30 days of issuance. Upon renewal, this fee is also applicable after the 7th calendar day from maturity and up to the 30th day from the new renewal/issue date. The minimum balance required to open your account is based on the term of your CD and is disclosed on the Share, Savings and Deposit Rates chart. Although interest is credited monthly to the account, a different payment option may be chosen. Your account will automatically renew at maturity. You will have a grace period of seven calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If the account is not renewed, your account will not earn interest after maturity. Any deposit during the grace period will automatically renew the CD for another term.

A CD Account may be issued for a wide variety of terms as either a "Standard Term" or a "Flex Term." The Standard Terms are 3 months, 6 months, 12 months, 24 months, 36 months, 48 months, or other standard periods as may be offered and disclosed on the Share, Savings and Deposit Rates chart. Flex Terms are offered on standard terms of 12 months or more and offer the member the flexibility of adjusting those standard terms as provided in the chart for the initial maturity date. Unless specific instructions for renewal are given on a "Flex Term" CD, it will be renewed for the standard term closest to the initial "Flex" term. A member issued a CD must remain a member of the Credit Union while the CD is outstanding; otherwise, the CD will be closed under the same provisions as an early redemption. A CD is valid upon receiving a receipt for funds from the Credit Union which discloses the amount, annual percentage yield, annual rate, and term.

Individual Retirement Account (IRA) Certificate of Deposit Account

An IRA Certificate of Deposit Account has the same provisions provided above for "Certificate of Deposit Account" except for the Individual Retirement Account restrictions which would apply. These include the IRA withdrawal limitations as provided in the IRA Trust Agreement and the interest payment options that would be limited because of these withdrawal limitations.

Individual Retirement Account (IRA) Money Market Account

The IRA Money Market Account is a variable-rate account and has a minimum opening balance of \$100.00. This account is only opened under an IRA classification and has restricted access in accordance with the IRA Trust Agreement. Interest is computed using the average daily balance method and will be paid and compounded monthly. Interest rates and annual percentage yields are subject to change at any time at the discretion of the Credit Union. If your average daily balance is equal to or greater than the minimum balance set forth for IRA Money Market Tier 1 on the current Share, Savings & Deposit Rates chart, interest will be computed on your entire average daily balance using the interest rate and annual percentage yield disclosed for IRA Money Market Tier 1 on the chart. If your average daily balance is equal to or greater than the minimum balance set forth for IRA Money Market Tier 2 on the current Share, Savings & Deposit Rates chart, interest will be computed on your entire average daily balance using the interest rate and annual percentage yield disclosed for IRA Money Market Tier 2 on the chart. If your average daily balance is equal to or greater than the minimum balance set forth for IRA Money Market Tier 3 on the current Share, Savings & Deposit Rates chart, interest will be computed on your entire average daily balance using the interest rate and annual percentage yield disclosed for IRA Money Market Tier 3 on the chart. If your average daily balance is equal to or greater than the minimum balance set forth for IRA Money Market Tier 4 on the current Share, Savings & Deposit Rates chart, interest will be computed on your entire average daily balance using the interest rate and annual percentage yield disclosed for IRA Money Market Tier 4 on the chart.

ATM SAFETY NOTICE

When using an ATM:

1. Take another adult with you. The second person improves your security by staying alert to possible danger while you're concentrating on using the ATM.
2. Make sure the ATM is well lighted. Florida law requires all ATMs to be lit to a measurable standard.
3. Your car doors should be locked when entering an ATM site. Just because you plan to make a quick stop, don't leave your car running or your keys in it.
4. When using an ATM, choose one that is not isolated or hidden from view. Look for other people using or passing by the ATM – you'll feel more secure in a crowd.
5. Never count your money while standing at the ATM. Return to the safety of your car.
6. Your ATM card is like any valuable card or document so make a habit of keeping it in a separate place from your personal identification number (PIN). Don't use obvious numbers, like your address or birthday – make your PIN unique but easy to remember.
7. If you elect to receive an ATM receipt, be sure to keep track of it because it contains private information about your account you probably wouldn't want anyone to know about.
8. Minimize the time you spend at an ATM - have your card and forms ready in advance.

TERMS AND CONDITIONS:

This agreement covers your and the Credit Union's rights and responsibilities concerning membership and account(s) offered to you by the Credit Union. In this agreement, the words "you" and "yours" mean those who sign the Membership and Account Agreement. The words "we," "us," and "our" mean the Envision Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

General Matters. If an account is closed before dividends/interest are paid, you will not receive accrued but unpaid dividends/interest. The term "average daily balance method" as used above is a balance computation method which 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 the figure by the number of days in the period. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period. Dividends/interest will begin to accrue on the business day you place noncash items in your account. No account may be assigned or transferred without the written consent of an authorized Credit Union officer.

Membership. To be eligible for membership in the Credit Union you must be within the Credit Union's field of membership and must purchase and maintain at least one share (the "membership share") as required by the Credit Union's Bylaws.

Individual Accounts. An individual account is an account owned by one member. The interest of a deceased individual account owner will pass to his estate or beneficiary, if applicable.

Joint Accounts. A joint account is an account owned by two or more persons. All joint accounts are owned with rights of survivorship. Upon the death of one of the owners, the deceased owner's interest will become the property of the surviving owners.

A. **Rights of Joint Account Owners.** Any owner may act for the other owner(s). The Credit Union may accept orders and transactions from any one owner. However, an owner who is not a Credit Union member in his own right may not vote, obtain an individual loan or hold office in the Credit Union. Any owner may withdraw funds in the account, stop payment on items drawn on the account, pledge funds in the account or close the account (except the membership share account) without the other owners' consent. Closure of the membership share account requires primary member approval. We are not required to provide notice of an owner's actions to other owners. We may enforce our lien rights and setoff rights created by any owner's indebtedness against all funds in the account regardless of the source of funds.

B. **Liability.** Each owner is jointly and severally liable to the Credit Union for the amount of all returned items, overdrafts, fees and charges, regardless of who created the overdraft, deposited or cashed the item, or benefitted from the transaction.

C. **Minor Accounts.** A joint owner who is at least 18 years of age must be named on any account established by or for a minor. The adult owner shall be primarily liable to the Credit Union for any returned items, overdrafts, fees and charges.

Pay-On-Death Accounts. If you have designated your individual account or joint account with right of survivorship as a Pay-on-Death account, ownership of the funds in the account passes to the surviving named beneficiaries in equal and undivided shares upon the death of the last surviving owner. The beneficiaries have no right to the funds during the lifetime of any owner. If no beneficiary survives, the funds in the account belong to the estate of the last surviving owner.

Estate Accounts

Estate Account must be established by the Personal Representative or Executor of the Estate. Letters of Administration is required to open this membership. The deceased individual or the Personal Representative must be eligible for membership. The Estate is the owner of the account. Only the Personal Representative or Executor has access rights to the funds for the exclusive right and benefit of the estate. However we have no duty to inquire about the purpose of any transaction by the Personal Representative. This type of membership does not have voting rights.

Account Access

Personal Representatives or Executors. The following are persons authorized to establish and act on behalf of the Account Owner (the Estate) with respects to accounts held at the Credit Union.

a. Authority. Personal Representatives or Executors are vested with authority to open and close accounts, including the membership share account, on behalf of the Account Owner, and transact any business of any nature on such accounts including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more account
- Signing checks, drafts, and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate of deposit and other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by a Personal Representative or Executor and are not responsible for any unauthorized transaction by said person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine.

b. Access Options. You may withdraw or transfer funds from your account in any manner we permit (e.g. in person or by automated teller machine, point of sale device, automatic transfers, or other available electronic means, mail or telephone.) Personal Representative and Executors may execute additional agreements and documents we require to access, transact business on and other wise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses or fees resulting form or imposed due to handling such a draft will be charged to your account.

Florida Uniform Transfer to Minors Account.

A Florida Uniform Transfer to Minors Account (FUTMA) must be established by a custodian on behalf of a minor. The minor must be eligible for membership and is the owner of the account, but only the custodian has access rights to the funds for the exclusive right and benefit of the minor. However, we have no duty to inquire about the purpose of any transaction by the custodian. This type of membership does not have voting rights.

Account Access

Custodian. The following are persons authorized to establish and act on behalf of the Account Owner (the Minor) with respects to accounts held at the Credit Union.

a. Authority. Custodians are vested with authority to open and close accounts, including the membership share account, on behalf of the Account Owner for the said account type, and transact any business of any nature on such accounts including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more account
- Signing checks, drafts, and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate of deposit and other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by Custodians and are not responsible for any unauthorized transaction by said person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine.

b. Access Options. You may withdraw or transfer funds from your account in any manner we permit (e.g. in person or by automated teller machine, point of sale device, automatic transfers, or other available electronic means, mail or telephone.) Custodians may execute additional agreements and documents we require to access, transact business on and other wise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses or fees resulting form or imposed due to handling such a draft will be charged to your account.

Guardianship Accounts

Guardianship account must be established by the Guardian. Letters of Guardianship is required to open this membership. The Ward must be eligible for membership and is the owner of the funds in the account. Only the Guardian has access rights to the funds for the exclusive right and benefit of the Ward. However we have no duty to inquire about the purpose of any transaction by the Guardian. This type of membership does not have voting rights.

Account Access

Guardian. The following are persons authorized to establish and act on behalf of the Account Owner (the Ward) with respects to accounts held at the Credit Union.

- a. Authority.** Guardians are vested with authority to open and close accounts, including the membership share account, on behalf of the Account Owner, and transact any business of any nature on such accounts including but not limited to the following:
- Depositing, withdrawing and transferring funds into, out of and between one or more account
 - Signing checks, drafts, and other orders for payment or withdrawal;
 - Issuing instructions regarding orders for payment or withdrawal;
 - Endorsing any check, draft, certificate of deposit and other instrument or order for payment owned or held by the Account Owner; and
 - Receiving information of any nature about the account

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by Guardians and are not responsible for any unauthorized transaction by said person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine.

b. Access Options. You may withdraw or transfer funds from your account in any manner we permit (e.g. in person or by automated teller machine, point of sale device, automatic transfers, or other available electronic means, mail or telephone.) Guardians may execute additional agreements and documents we require to access, transact business on and other wise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses or fees resulting form or imposed due to handling such a draft will be charged to your account.

Representative Payee Accounts

Representative Payee accounts must be established by the Representative Payee for the benefit of the Beneficiary. Notice of Award letter from Social Security Administration or the Department of Veteran Affairs is required to open this membership. The Beneficiary must be eligible for membership and is the owner of the account. Only the Representative Payee has access rights to the funds for the exclusive right and benefit of the estate. However we have no duty to inquire about the purpose of any transaction by the Representative Payee. This type of membership does not have voting rights.

Account Access

Representative Payee. The following are persons authorized to establish and act on behalf of the Account Owner (the Beneficiary) with respects to accounts held at the Credit Union.

- a. Authority.** Representative Payees are vested with authority to open and close accounts, including the membership share account, on behalf of the Account Owner on the said account, and transact any business of any nature on such accounts including but not limited to the following:
- Depositing, withdrawing and transferring funds into, out of and between one or more account
 - Signing checks, drafts, and other orders for payment or withdrawal;
 - Issuing instructions regarding orders for payment or withdrawal;
 - Endorsing any check, draft, certificate of deposit and other instrument or order for payment owned or held by the Account Owner; and
 - Receiving information of any nature about the account

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by Representative Payee and are not responsible for any unauthorized transaction by said person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine.

b. Access Options. You may withdraw or transfer funds from your account in any manner we permit (e.g. in person or by automated teller machine, point of sale device, automatic transfers, or other available electronic means, mail or telephone.) Personal Representatives may execute additional agreements and documents we require to access, transact business on and other wise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses or fees resulting form or imposed due to handling such a draft will be charged to your account.

Trust Account. A trust account is an account owned by a trust and held by one or more Trustees for the benefit of one or more Beneficiaries pursuant to a separate Trust Agreement executed by one or more Settlers.

A. Valid and Current Trust. Trustee warrants a valid trust has been created and currently exists.

B. Membership Eligibility. Trustee warrants all Settlers are eligible for membership in the Credit Union.

C. Credit Union not a Trustee. Credit Union assumes no responsibility as a Trustee. No knowledge of the Trust Agreement shall be implied to Credit Union.

D. Account Access

Trustees. The following are persons authorized to establish and act on behalf of the Account Owner (the trust) with respects to accounts held at the Credit Union.

- a. Authority.** Trustees are vested with authority to open and close accounts, including the membership share account, on behalf of the Account Owner, and transact any business of any nature on such accounts including but not limited to the following:
- Depositing, withdrawing and transferring funds into, out of and between one or more account
 - Signing checks, drafts, and other orders for payment or withdrawal;
 - Issuing instructions regarding orders for payment or withdrawal;
 - Endorsing any check, draft, certificate of deposit and other instrument or order for payment owned or held by the Account Owner; and
 - Receiving information of any nature about the account

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any unauthorized transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine.

b. Access Options. You may withdraw or transfer funds from your account in any manner we permit (e.g. in person or by automated teller

machine, point of sale device, automatic transfers, or other available electronic means, mail or telephone.) Trustees may execute additional agreements and documents we require to access, transact business on and other wise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses or fees resulting from or imposed due to handling such a draft will be charged to your account.

E. **Special Fees:** Additional fees may be assessed as disclosed in our Fees for Services.

F. **Trust Agreement.** Settlor or Trustee will provide a copy of the entire Trust Agreement to Credit Union upon request.

G. **Liability upon Payment.** Credit Union is relieved from all liability to Settlor(s), Trustee(s) and Beneficiary(s) by payment to any Trustee or Beneficiary of funds in the account.

H. **Statements of Trustee.** Credit Union may rely on any statement by any Trustee or Successor Trustee. Payment to any Successor Trustee at the Successor Trustee's request releases Credit Union from all liability.

I. **Appointment of Trustee.** Credit Union has no duty to determine if Trustee has been properly appointed or qualified.

J. **Trustee Succession.** If Successor Trustee does not present a signed Declaration of Trustee within 30 days after Trustee's death, Credit Union may pay any Beneficiary, whether adult or minor, as full discharge of Credit Union's liability.

K. **Loans.** Trustee may borrow from Credit Union by pledging all funds in the Account. If Trustee borrows from Credit Union, Trustee and Settlor pledge all funds with Credit Union held in any capacity, fiduciary, individual or otherwise, as security for the amount borrowed.

L. **Trustee's Voting Powers.** A Trust Account or Trustee has no vote in Credit Union elections.

M. **Beneficiary's Voting Powers.** Unless Beneficiary is a member of Credit Union, Beneficiary may not vote, obtain an extension of credit, or hold office in Credit Union.

N. **Application of Funds.** Credit Union is not bound to determine the application by Trustee or Settlor of any money or other property delivered to Trustee or Settlor.

O. **Changes by Settlor or Trustee.** Settlor or Trustee may add, change or delete Beneficiaries, Successor Trustees, Trustees and/or voting designations listed in this contract only by written notice to Credit Union. No change in the Trust or the Account will affect Credit Union unless such change is received by Credit Union in writing in a form acceptable to Credit Union and such change is accepted and acted upon by Credit Union.

P. **Indemnity.** If Credit Union takes any action with respect to the Account in accordance with this contract or the written or oral instructions of Settlor or Trustee and Credit Union incurs any loss, liability, damage, cost or expense (including the expense of employing legal counsel to defend Credit Union) as a result of any claim, demand, action, suit or proceeding brought or made by any party, Settlor and Trustee agree on behalf of themselves, the Trust and all Beneficiaries to indemnify and hold Credit Union harmless from and against such loss, liability or damage and to reimburse Credit Union for such cost or expense.

Q. **Agreement to Terms.** Trustee(s) and Settlor(s) agree to comply with terms and conditions of this contract. This contract shall also bind the Trust, Successor Trustee(s) and Beneficiary(s).

R. **Certification of Authority.** The Trustee(s) named on the Membership and Account Agreement certifies that he is the Trustee(s) of the Trust listed in the Membership and Account Agreement. Trustee(s) also certifies he is authorized to open this Account and that all information provided in Agreement is true and correct.

Multiple Accounts. If you require multiple accounts, types or multiple forms of ownership with different owners and/or different terms, we may require you to complete additional Membership and Account Agreements.

Business and Organization Accounts. Refer to the Business Account Disclosure for details.

Deposits. Deposits may be made by cash, check or other items at the main office or at any financial center.

A. **Endorsements.** We may, in our sole discretion, accept items deposited to your account if the items are payable to, or to the order of, any one or more owners, whether or not the items are endorsed by all payees. We may supply missing endorsements. We may verify all endorsement on third party checks presented for deposit by comparison with signature cards. Insurance, government and certain other checks must be endorsed exactly as they are made payable. If we accept items from you with endorsements outside the space on the back of the item between the top edge and 1.5 inches from the top edge, you will be liable for any loss incurred by us as a result of misplaced endorsements. We may disregard any information on an item other than the signature of the drawer and MICR information. Any item presented with a full payment legend must be presented to an authorized Credit Union officer; otherwise, payment is made with full reservation of rights.

B. **Final Payment.** In receiving deposits, we are acting solely in the role of your agent and assume no responsibility beyond the exercise of ordinary care. All non-cash deposits posted to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those deposits and impose a return item charge on your account. If we incur any fee in collecting the deposit item, we may charge such fees to your account. We reserve the right to refuse or to return all or part of any deposit to your account.

C. **Direct Deposits.** We offer deposit options for certain account types allowing you to provide for direct deposit of paychecks, Social Security checks and retirement checks into your accounts or to preauthorize transfers from other accounts. To do so, you must authorize direct deposits to your account with the appropriate authorization form. You must notify us at least 30 days prior to any direct deposit or pre-authorized transfer if you wish to cancel the direct deposit or direct transfer option. Upon a filing of bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and us to make and apply direct deposits in accordance with your authorization on file with us.

D. **After Hours/Night Depository.** Specific office locations have an After Hours/Night Depository for the convenience of members after regular business hours. Properly identified transactions including deposits, transfers, and credit card/loan payments will be processed the next business day provided they have been deposited no later than beginning of that Center's business day. Transactions placed in the depository while the center is open, after hours or on a non business day will be processed the next business day. Transactions which are not properly identified will be handled in due course of normal business and may not receive prompt credit. Use of any depository unit is solely at the member/owner's or user's own risk. It is understood that the unit provided is that customarily provided for such depository. We will not be responsible for physical injury or monetary loss due to misuse or inappropriate application of the depository unit.

Account Access.

A. **Check Access.** Withdrawals by check must be properly completed and signed by you or your representative whose authority is on file with us. Only check blanks and other methods approved by us may be used to withdraw funds. We are under no obligation to pay checks on which the date is more than six months old. Except for gross negligence, we are not liable for any action it takes regarding payment or nonpayment of a check. Any objection with respect to any item shown on a statement of the account shall be waived unless made in writing to us on or before the 30th day following the day the statement is mailed.

B. **Transactions by Mail.** Except as otherwise provided in the contract, we may permit you to make deposits, transfers and withdrawals by mail. Such transactions will be posted to your account the day the transaction is processed at the Credit Union.

C. **Access Generally.** Except as otherwise provided by law, the delivery to a third party of any personally identifiable financial information, including, but not limited to, your Credit Union account number(s), your Social Security Number, your PIN, CVV code or any other information constitutes authority to access your account at the Credit Union by such third party and any other party given that information by such third party. You shall be liable for all authorized transactions conducted by third parties with your account at the Credit Union.

Remote Access. As a condition of using eBranch and/or MoneyLine you agree as follows:

A. The following definitions apply to this section:

1. "eBranch" means personal computer remote access;
2. "MoneyLine" means audio-response telephone remote access;

3. "Account" means any and all share and deposit accounts owned by you;
 4. "Loans" means any and all loans, including credit card balances, extended by us to you; and
 5. "PIN" means your eBranch personal identification number and/or MoneyLine personal identification number.
- B. To access your Account or Loan using eBranch or MoneyLine, you must use your PIN. You will hold your PIN in strict confidence. You will notify us immediately of loss or theft of your PIN. IF we receive notice of the loss or theft of your PIN, we may, in our discretion, freeze your Account or Loan to prevent further access. We may, in our discretion, issue and activate a new PIN for your use.
- C. Delivering the PIN to another person constitutes authorization of that person to conduct any eBranch/MoneyLine transaction or inquiry on your Account or Loan. You shall be liable for all authorized eBranch/MoneyLine access. Authorized use of the PIN for any eBranch/MoneyLine transaction is an order by you for that transaction on your Account, Line of Credit and/or Loan.
- D. Access to eBranch transactions is 24 hours a day except for those periods of time required for file and system maintenance or during possible communications or equipment failure. Credit Union will not be liable for lack of access for these reasons or any beyond our control.
- E. MoneyLine checks requested after 2:00 P.M. will be mailed on the next business day.
- F. Except as inconsistent with this Agreement, use of eBranch/MoneyLine is subject to the terms and conditions of your Account and Loan as amended by us from time to time. Changes in those agreements may affect the use of eBranch/MoneyLine.
- G. We may, without liability to you or notice (except as required by applicable law), revoke or limit any or all uses of the PIN, eBranch and/or MoneyLine. You may not use the PIN, eBranch or MoneyLine after we revoke the PIN or your use of eBranch or MoneyLine.
- H. You may terminate the PIN or your use of eBranch or MoneyLine by mailing or delivering written notice to us. However, your notice will be ineffective until we receive your notice and have a reasonable opportunity to act upon it. In any event, your notice will not be binding on us before midnight of our business day following the receipt of such notice by us.
- I. You will hold us harmless for any failure of eBranch or MoneyLine due to electronic, mechanical or similar problems beyond our control.

"E-mail" Communication:

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication. We may respond to an e-mail communication provided by you to either the address provided with the communication or any other e-mail address provided by you. Any e-mail returned to us as undelivered may be resent to you at any other e-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid. Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

We will not conduct any transactions on your accounts or loans, including, but not limited to, transfers or withdrawals, based solely on an e-mail communication from you.

Wire Transfers.

REG J NOTICE AND FUNDS TRANSFER AGREEMENT

1. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J as well as this agreement.
2. Except as otherwise expressly required by applicable laws or regulations, this agreement and notice apply to (a) all automated clearing house ("ACH") funds transfers and transactions and (b) all payment orders and funds transfers as defined in Chapter 670 of the Florida Statutes, Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve Bank System. These transfers, orders and transactions shall be collectively known as "funds transfers" hereafter.
3. Envision Credit Union (hereafter "Credit Union") may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Unless other times are posted, the cut-off time for funds transfers will be 2:00 PM on each weekday Credit Union is open that is not a holiday. Payment orders, cancellations or amendments received after the applicable cut-off time may be treated as having been received on the next business day and processed accordingly.
4. Credit Union may charge your account for the amount of any funds transfer initiated by you or any person authorized as a joint owner or any other authorized party with the right of access to the account from which the funds transfer is to be made.
5. You agree to the following security procedures established by Credit Union:
 - a) You will be required to provide photo identification and your signature in order to authorize the sending of wire transfer orders.
 - b) If you have recurring wire transfer orders, you must come into a Credit Union office and fill out a form identifying where wires should be sent.
 - c) When you are out of town and want to authorize a wire transfer order, you must go to the receiving financial institution and have an officer of that institution verify your identity with photo identification. The officer must then send written confirmation of the fact you provided proper photo identification along with a wire transfer request containing your signature to Credit Union before any funds can be sent to the receiving institution.
 - d) You agree that the authenticity of wire transfer orders will be verified using the established security procedures unless You notify Credit Union in writing that you do not agree to a security procedure. In the event that you do not agree to a security procedure, Credit Union will have no obligation to accept any payment order from me or any other authorized parties on the account until Credit Union and you agree in writing to an alternate security procedure.
6. If you give Credit Union a payment order which identifies the beneficiary (recipient of funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different from the named beneficiary. This means that you will be responsible to Credit Union if the funds transfer is completed on the basis of the identification number you provided.
7. If you give Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and identifying number, a receiving bank may rely on the number as the proper identification even if it identifies an entity other than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.
8. The Credit Union may receive funds transfers into your account through the ACH system. Credit Union may give you credit for ACH payments before it receives final settlement of the funds transfer. Any such credit is provisional until Credit Union receives final settlement of the payment. If Credit Union does not receive such final settlement, you agree to refund to Credit Union the amount credited to you in connection with that ACH entry. This means that Credit Union may provide you with access to ACH funds before Credit Union actually receives the money. However, if Credit Union does not receive the money, then Credit Union may reverse the entry on your account and you will be liable to repay Credit Union.
9. All ACH funds transfers and transactions are governed by the operating rules of the National Automated Clearinghouse Association. In accordance with these rules, Credit Union will not provide you or any other authorized person with next-day notice of receipt of ACH credit transfers to your account. You will continue to receive notice of receipt of ACH items in the periodic statements which Credit Union provides.
10. Credit Union will be obligated to pay me interest on unauthorized or ineffective transfers only if you notify Credit Union of relevant facts within 90 days after the date you receive notification from Credit Union that the order was accepted or that your account was debited with respect to the order. If Credit Union becomes obligated to pay interest to me, you agree the rate of interest to be paid shall be equal to the dividend or interest rate, in the form of a daily rate, applicable to the account at Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
11. If you request an international funds transfer, the transfer period could be a minimum of ten (10) days.
12. You have a duty to exercise ordinary care to discover erroneous payment orders. If you do not notify Credit Union that an error was made within 90 days after the date you receive notification from Credit Union that a payment order was completed, you will be liable to Credit Union for the loss incurred as a result of your failure to exercise that duty of care.

Insufficient Funds. If there are insufficient available funds to cover the entire amount of an item posted to your account, the item will, in our sole

discretion, be dishonored, honored or handled in accordance with any applicable overdraft protection plan or "Courtesy Payment" program. All payments or overdrafts are at our discretion. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. If the account has sufficient funds to cover some but not all items, we may honor items for which there are sufficient funds in any order at our discretion. We may determine the amount of available funds in your account at any time between the presentation and the midnight deadline. Only one determination of the amount of available funds is required. We need not notify you if the available funds are insufficient to cover an item. If we cover an overdraft item, we do not thereby agree to cover future overdrafts. We may discontinue honoring overdrafts at any time without prior notice. You must immediately pay to us the amount of any overdraft item that we honor. We may pursue collection of previously dishonored items at any time. A fee as disclosed in our Fees for Services schedule will be assessed each time we pay an overdraft.

Disputes. In the event of either written notice of any dispute between the member/owners, beneficiaries and/or interested parties as to their respective rights of ownership as to the funds, amounts to be withdrawn, previous withdrawals or transfers or the Credit Union's uncertainty as to who is entitled to the funds in the account(s), the Credit Union reserves the right to place an administrative hold on the funds in the account(s), notify all owners, beneficiaries and/or other persons claiming an interest in the accounts of either the dispute or the Credit Union's uncertainty as to who is entitled to the funds and to not release the funds to any owners, beneficiaries and/or other persons claiming an interest in the funds until the Credit Union receives: (a) a request for payment agreed to in writing by all owners, beneficiaries and other persons claiming an interest in the funds, (b) a bond indemnifying the Credit Union from any and all liability, or (c) a court order or authorization directing payment of the funds.

Substitute Check.

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 of the front and back of the original 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 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. What are 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, bounced 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 also are 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 \$2500 of your refund plus interest, if your account earns interest, within 10 business days after we received your claim and the remainder of your refund plus interest, if your account earns interest, not later than 45 calendar days after we received your claim. We may reverse the refund, including any interest on the refund, if we later are able to demonstrate that the substitute check was correctly posted to your account.

C. How do you make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call (850)-942-9000 or 1-800-824-3894, 24 hours a day, and follow menu options or write:

Envision Credit Union
ATTN: Member Accounting
P. O. Box 5198
Tallahassee, FL 32314-5198

or email us at envisioncu.com. You must contact us within 40 calendar days of the date that we mailed or 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.

D. Your claim must be in writing and include:

1. A description of why you have suffered a loss
2. An estimate of the amount of your loss
3. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
4. A copy of the substitute check and/or the following information to help us identify the substitute check: check number, name of person to whom you wrote the check, and the amount of the check.

Withdrawals. The Credit Union reserves the right to require members to give notice of any intended withdrawals from any account at least seven days and up to 60 days before such withdrawal.

Overdraft Protection. If you have an overdraft protection plan with us, we may, in our sole discretion, honor overdraft items by transferring the necessary funds from another account of yours to your overdrawn account. Refer to your overdraft protection plan authorization for further terms and conditions. If available, your overdraft will be covered as directed by your overdraft protection plan authorization in increments of \$25.00. If less than \$25.00 is available and that amount will cover the overdraft, it will be transferred. A fee will be assessed for this service as disclosed in our Fees for Services schedule.

Postdated Items. You will not deposit items to your account before they are properly payable. You must not date an item drawn on your account later than the date you write it. If you do and the item is presented for payment before its date, we may return it unpaid or pay the item unless you notify us in writing of the post dating. Your notice will be ineffective unless (1) we receive and have a reasonable opportunity to act upon the notice and (2) your notice describes the item, including number, date and amount. If you do not give us proper notice as described above, we will not be liable for paying the item before the date stated on the item. Proper written notice is effective for six months. To remain effective, notice must be renewed in writing every six months. If we pay a postdated item, we may charge your account as of the date we pay the item.

Statedated Items. We are not required to pay an item drawn on your account if the item is presented more than six months after the date stated on the item. However, we may, in our sole discretion, pay the item and charge your account for payment unless (1) the payment is a certified check or (2) there is a proper written stop payment order in place.

Stop Payment Orders. We may, in our sole discretion, stop payment on any item drawn upon your account if we receive a stop payment order in writing in time for us to act upon the order. Your stop payment order must provide the number of the account, date and number of the item, its exact amount and to whom it was issued. If you do not give us a proper stop payment order as described above, we will not be liable to you or any other party for paying the item. Stop payment orders are effective for six months. To continue the effectiveness of a stop payment order, it must be renewed in writing every six months. Stop payment orders are ineffective for any guaranteed, certified, cashier's or teller's items. If you stop payment on an item, you may still be liable to any person, including us, who is a holder of the item. If you place a proper stop payment order and the item is paid through no fault of yours, we will only be liable for your actual damages and will not be liable for any resulting consequential damages.

Fees and Charges. The Credit Union may impose fees and charges as provided in the current Fees for Services Schedule and disclosure. From time to time the Credit Union may amend the fees and charges in the Fees for Services Schedule. The Credit Union imposes fees for overdrafts "created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means" as applicable.

Lost Items. In receiving items from you for withdrawal or deposit, we act only as your agent. We reserve the right to reverse the credit for any

deposited items or charge your account for the items should they become lost in the collection process.

Liability for Errors. If we fail to complete a transaction as required by this agreement, our liability is limited to your losses or damages proximately caused by our action or failure to act. We will have no liability if: (a) your account has insufficient available funds to complete the transaction; (b) the transaction is prevented by circumstances beyond our control; (c) the failure to complete the transaction is caused by the negligence of someone other than us; (d) your account is subject to garnishment, levy, attachment or other legal process or (e) we impose an administrative hold as set forth in the *Disputes* section of this agreement.

Credit Union Lien. The Credit Union has a lien on and a right of setoff against any funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply the funds on which it has a lien to pay off your indebtedness as a borrower, guarantor or endorser to the Credit Union. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time.

Negative Account Balances. You agree that if any of your accounts has a negative balance for any reason at any time, the Credit Union may, in its sole discretion, add the entire negative account balance or any portion thereof to the balance of any loan, line of credit or credit card account which you have with the Credit Union. Any negative account balance which is added to your loan, line of credit or credit card account will accrue interest and otherwise be subject to all terms and conditions of the loan, line of credit or credit card account.

Garnishment and Levy. Any legal action (including garnishment, attachment and levy) against an account is subordinate to our lien rights. If a legal action strikes the account, we will not be liable to you even if paying the money to the third party leaves insufficient funds to cover outstanding items. You will be liable to us for any expenses (including attorney's fees and court costs) incurred in responding to a legal action against your account.

Account Information. We may obtain your account and credit history from third parties from time to time. Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transactions or balances except when: (a) it is necessary to complete the transaction; (b) a third party (such as a credit bureau or merchant) seeks to verify the existence or condition of your account; (c) such disclosure complies with government agency or court orders, summons or subpoenas; or (d) you give us your written permission.

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

Name and Address Changes. You must notify us in writing immediately if you change your address and/or name. Notice will be ineffective until we receive and have a reasonable opportunity to act upon the notice. We will only attempt to communicate with you at the latest address provided by you.

Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this contract and all fees and other disclosures and agreements provided to you in connection with this account are subject to change by the Credit Union at any time. We will notify you of any changes in terms, rates or fees as required by law by delivering notice to the last address which you have specified for this account. If notice is given by mail, you agree only one notice is necessary in the case of a joint account. Amendments requested by you or any joint owner, such as adding or closing a new type of account or service must be evidenced by a signed authorization, which upon receipt by the Credit Union will be incorporated herein by this reference. We reserve the right to require an owner requesting changes in the account to withdraw the funds from the existing account and open a new one.

Tax Status Certification. Upon opening an account and signing a Membership and Account Agreement, you, under penalty of perjury, certify that the tax identification number(s) (TIN) shown on the Membership and Account Agreement is correct and you, unless otherwise indicated, are not subject to IRS backup withholding. You understand that if a TIN has not been furnished or you are subject to IRS backup withholding, any account earnings will be subject to the applicable backup withholding percentage then in effect. If the phrase "NRA" (Non-Resident Alien) appears in the TIN section of the Membership and Account Agreement, you, under penalty of perjury, certify that you are not a U.S. citizen or resident, and are not required to have a TIN for Dividend and/or interest payments. You, as a non-resident alien(s), further certify that you have furnished your permanent foreign country address in addition to a current mailing address, if different. You also understand that your status as a non-resident alien must be recertified every three calendar years to avoid being subject to withholding. It is understood that all account owners must certify as non-resident aliens in order to certify a non-resident alien account. You understand that if any owner's non-resident status changes, you must notify the Credit Union in writing within 30 days of the status change.

Statements. You will be provided a periodic statement of all transactions and activity on your account during the statement period. The frequency of these statements will be determined by the type of account, the types of accounts which the member has opened under the same membership number, and the activity experienced by those accounts. For members with active checking accounts or electronic funds transfer (EFT) transactions, statements for all accounts under the same member number will be provided monthly. For members without check access accounts or EFT transactions, active accounts will cause statements for all accounts under the same member number to be sent quarterly. For members without any activity on their accounts, statements will be provided at least annually, as of December 31st. Any deposit, withdrawal, transfer, payment of dividends or interest and imposition of applicable fees will appear on your statement. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged or altered items drawn or deposited to your account if you fail to notify the Credit Union within 30 days of the statement mailing showing the forgery or alteration. The Credit Union will not be liable for items forged or altered in a manner not detectable by a reasonable person, including the use of a facsimile signature machine. You understand that the original checks will not be returned to you, but copies will be available to you through the Credit Union and made available upon your request. You agree that the Credit Union's retention of the checks does not alter or void your responsibility to examine your statements or the time limits for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within 30 days after the statements are made available to you. You understand that accounts are set up with electronic statements. If you would like to "Opt Out" of this service, contact the Credit Union to switch to paper statements.

Account Termination. We may terminate your account for any reason not prohibited by law at any time without prior notice. You may terminate your account at any time by notifying us in writing. Your notice will be ineffective until we receive it and have a reasonable opportunity to act upon it. We are not required to pay any item drawn on a terminated account. If we pay such an item, you will pay us the amount of the item immediately. You will indemnify and hold us harmless for any liabilities arising from your actions as to the account.

Membership Termination. You may terminate your membership after giving written notice of your intent to withdraw from membership and satisfying any outstanding loans or obligations to us. We are not liable for and will not make payment on any check, withdrawal or other item once your membership is terminated. You agree to indemnify and hold us harmless for any liabilities arising from your relations with us. We may terminate your membership for any reason allowed by applicable law, including causing us a loss.

Inactive Accounts/Memberships. If the whole membership is inactive for one year, and has less than a \$200.00 total balance, a monthly inactive fee will be charged if the member is age 18 or older.

Dormant and Abandoned Accounts. If you have an account and have not made a withdrawal from, deposit to, or transfer involving your account for

more than 12 months and we have been unable to contact you by regular mail during that period, we may classify your account as a dormant account and charge a dormant account service fee. Thereafter, dividends and interest will not be paid on dormant accounts with balances that fall below any minimum balance requirement unless otherwise required by applicable law. Checking accounts will continue to incur any monthly maintenance fee until closed by the member. You authorize us to transfer funds from any available account to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account and we have had no other contact with you for five years, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with Florida law. Once funds have been turned over to the State of Florida, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate State agency.

Death of a Member. Upon your death, funds in the account shall be payable in accordance with this agreement and applicable law. We may require the claimant to produce certain documents before releasing the funds in the account. We may continue to honor all transfers, withdrawals, deposits and other transactions on the account until we have actual notice of the member's death. Once we have actual notice, we may pay checks or honor other payments or transfer orders authorized by the deceased owner for a period of 10 days unless we receive written instruction from an authorized person to stop payment on the checks or other items. You agree that we may require that anyone who claims the funds in your account after your death to indemnify and hold us harmless for any losses resulting from honoring that claim.

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

Severability. If any provision of this agreement is held by a court to be invalid or unenforceable for any reason, the remaining provisions will not as a result be invalid or unenforceable. The remaining provisions will continue in full force and effect.

Governing Law. This contract is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Florida and associated clearinghouse rules, as amended from time to time. Except as varied herein and by the Share, Savings & Deposit Rates chart and Membership and Account Agreement, Chapters 673 and 674 of the Florida Statutes are incorporated by reference and made part of this agreement. The contract as listed above comprises the complete contract between you and the Credit Union. Any disputes regarding this contract shall be within the jurisdiction of the court of the county in which the Credit Union's principal place of doing business is located.

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

ELECTRONIC FUNDS TRANSFER:

These rules apply to you if you have contracted for one or more of the following Envision Credit Union (Credit Union) electronic transfer services:

- A Credit Union Automated Teller Machine (ATM) access card for use at Credit Union 24, CU Here, Member Access, PLUS, Interlink, American Express and The ACCEL/Exchange ATMs or point of sale (POS) terminals.

- Debit Card

- MoneyLine

- eBranch (including Bill Payer, Recurring Transfers and E-Deposit)

- The direct deposit into checking and/or share/savings accounts of periodic payments from persons other than the Credit Union.

- A pre-authorized periodic deduction from your checking account to a third party (other than Credit Union), such as a loan payment to another financial institution or an insurance payment.

- A pre-authorized ACH debit from your account at another financial institution for credit to your account at the Credit Union.

Note: The Credit Union ATM /debit access cards are the property of the Credit Union which may, without liability or advance notice, revoke or limit any or all card uses. It is understood that upon demand you will surrender an access card to the Credit Union.

Consumer Liability for Unauthorized Transactions and Disclosure of Advisability of Prompt Reporting: Tell us at once if you believe your access card has been lost or stolen or if you believe your secret access code is known by an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum on your Personal Line-of-Credit loan). If you tell us within two business days, you can lose no more than \$50 if someone has used your card or account without your permission. If you do not tell us within two business days after learning of the loss or theft of your card or access code, and we can prove that we could have stopped someone from using your card or account without our permission if you had told us, you could lose as much as \$500.00. Also, notify us at once if your statement shows transfer transactions that you did not make or authorize. If you do not tell us within 60 days after the statement was mailed 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 will extend the time period.

Additional Limits of Liability for (VISA Transaction) Debit Card when used for point-of-sale transactions: Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen debit card, when used for point-of-sale transactions, if you report the loss or theft of your debit card within two business days of when you discover the loss or theft of the debit card.

Telephone Number and Address of Person to be Notified in the Event of Unauthorized Transactions: If you believe your ATM or debit access card has been lost or stolen or that your secret access code is known by an unauthorized person or that someone has transferred or may transfer money from your account without your permission, call (850) 942-9000 or 1-800-824-3894, 24 hours a day, and follow menu options or write:

Envision Credit Union
ATTN: PAYMENT SYSTEMS
P.O. Box 5198
Tallahassee, FL 32314-5198

What Constitutes Business Day of Credit Union: Our business days are Monday through Friday from 9:00 A.M. to 5:00 P.M. Holidays are not considered business days.

Types of Available Transactions and Limits on Transactions:

A. You may use your access card to:

1. Withdraw cash or pay for purchases from your checking or share account (suffix 0)
2. Deposit to your checking or share account (suffix 0)
3. Transfer funds from your share account (suffix 0) to your checking account whenever you request, and vice versa
4. Transfer funds from shares (suffix 0) or checking to a Personal Line-of-Credit (loan suffix 11), or vice versa
5. Make advances on an approved Personal Line-of-Credit (loan suffix 11)
6. Obtain balance inquiries on savings, checking and Personal Line-of-Credit loans.

There are no limitations on the frequency of transactions. Some ATM or POS systems may not allow all of the above transactions described in A. Limitations are imposed on the aggregate amount of transactions per business day. The Credit Union believes that the various ATM and POS terminals will prove to be reliable. However, the terminals may not operate properly at all times. The Credit Union, therefore, cannot promise that the terminals will always be available for use. When the ATM system is on-line, the maximum transaction amount is \$750.00 per business day. When the ATM system is off-line, the maximum transaction amount is \$100.00 per business day and balances will not be available. A negative balance can occur in an off-line situation, and a fee will be assessed for each occurrence in accordance with the Fees for Services schedule. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Access cards cannot be used for gambling transactions.

B. You may use eBranch and/or MoneyLine to:

1. Transfer funds from your various sub-accounts to other sub-accounts.
2. Make advances on an approved Personal Line-of-Credit loan credit card accounts for transfer to your various share, savings, and checking

accounts

3. Transfer funds from your various deposit sub-accounts to make any loan payment or reduce a loan balance.
4. Obtain balance inquiries on all share, savings, checking, loans and credit card suffixes.
5. Obtain transaction histories from any share, savings, checking, loans and credit card suffixes. On eBranch, you may also download these histories to your own computer with compatible software.
6. Change your authorization access or Personal Identification Number (PIN) for either service.

There are no limitations on the frequency of MoneyLine or eBranch transactions. Fees are applicable for eBranch/Bill Payer access in accordance with the Fees for Services schedule.

C. You may also use eBranch to:

1. Request eChecks, eStatements and eForms for which there may be a fee imposed in accordance with Fees for Services Schedule.
2. Request that bills be paid from your checking account. However, payments of any kind via eBranch bill payer are not permitted to be made to Envision Credit Union. To do so may result in a surcharge as provided in the Fees for Services Schedule. Payments to Envision Credit Union accounts can be made for free in eBranch by transfer only.
3. Inquire about the status of bills to be paid, or, if initialized, the status of bills already paid. There are no limitations on the number of bills you can pay or inquiries you can make and payments may be made in any amount and on the days you request. Any payments authorized after 4:00 a.m. on any given day, may not be processed until the next business day and, for this purpose, a Saturday will be considered a business day.
4. Deposit checks through E-Deposit. This requires that you make the deposit in E-Branch through E-Deposit and then mail checks to the Credit Union within seven days. Fees are applicable for eBranch/E-Deposit in accordance with the Fees for Services schedule.

D. Direct Deposits to your checking or savings account from a third party or payments to a third party from your checking account may be made automatically if you have contracted with the third party for that service.

E. You may request that the Credit Union initiate pre-authorized ACH debit entries to your account at another financial institution and to credit a corresponding amount to your Credit Union savings account, checking account or loan account.

F. Electronic check or draft transactions – Your check or draft can result in electronic fund transfers. When paying for goods or services, you may authorize a merchant to convert your check or draft into an electronic fund transfer. You may also authorize a merchant to electronically collect a fee for the return of a check or draft for insufficient funds. The merchant is required to provide you notice of each of the above transactions. Each of the above transactions will be considered an electronic fund transfer.

G. When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your account or to process the payment as a check transaction. If your payment is returned unpaid, you authorize us to collect through an electronic fund transfer from your account a fee, the amount of which is disclosed in the Fees for Services schedule.

The Credit Union reserves the right to limit the type and/or reduce the amount of electronic transfer transactions available to you from those described in A through G above whenever it believes it necessary to maintain or restore the security of your account.

Charges for Transactions or Right to Make Transactions: Refer to "Fees for Services."

Account Information to Third Parties: We will disclose information to third parties about your account or the transfer you make:

- When it is necessary for completing transfers
- In order to verify the existence and condition of your account for a third party (such as a credit bureau or merchant)
- In order to comply with government agency or court orders, summons or subpoenas
- If you give your written permission
- If any owner or signer on your account requests it.

Right to Receive Documentation of Transactions:

Terminal transactions - You may obtain a receipt at the time you make any transaction to or from your account using one of the ATM or POS machines. You may not receive a receipt if your transaction is less than \$15.

Periodic statements - You will be provided a monthly account statement, unless there are no electronic transfers or transactions in a particular month. In any case, you will be provided statements as outlined in "Terms and Conditions."

Preauthorized credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (850) 942-9000 to find out whether or not the deposit has been made.

Right to Stop Payment and Procedures for Doing So: If you have told us in advance to make periodic payments (including transfers) from your accounts, you have the right to stop any of these payments. Here's how: call or write the Credit Union at the telephone number or address given below in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 business days after you call.

Notice of Varying Amounts: If these regular payments may vary in amount, the person you are going to pay will 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 Transactions: If you order us to stop one of the payments three business days or more before the payment is scheduled to be made and we do not do so, we will be liable for your loss or damages.

Credit Union's Liability for Failure to Make Transactions: 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 loss or damages. However, there are some exceptions. Credit Union will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make the transfer
- If the funds are subject to legal process or other encumbrances restricting such transfer
- If the transfer would go over the credit limit on your Personal Line-of-Credit loan/credit card or your payment is past due
- If the automated teller machine where you are making the transfer does not have enough cash
- If the terminal was not working properly and you knew about the breakdown when you started the transfer
- If the circumstances beyond our control (such as flood, fire, computer failure or changes in our operation as required by law) prevent the transfer, despite reasonable precautions that we have taken.

Credit Union shall be liable to the member for all losses and damages caused by our failure to make a transfer due to insufficient funds if we failed to credit a deposit to a member's account which would have provided sufficient funds to make the transfer and which meet the Funds Availability schedule and disclosure.

In Case of Errors or Questions about Your Electronic Funds Transfers:* Phone the Credit Union at (850) 942-9000 or 1-800-824-3894, 24 hours a day, and follow menu options or write to:

Envision Credit Union
ATTN: PAYMENT SYSTEMS
P.O. Box 5198
Tallahassee, FL 32314-5198

If you think your statement or receipt is wrong or if you need more information about a transaction 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. Contact us and:

- Tell us your name and account number
- Describe the error or the transaction (type and date of transaction) 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 suspected error.

We will tell you the results of our investigation within 10 business days (5 business days if the alleged error is a result of an unauthorized debit card point-of-sale transaction) after we hear from you and will correct the error promptly. However, if we need more time, we may take up to 45 calendar days (90 calendar days in the case of a transfer resulting from a point of sale debit card transaction or a transfer initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (5 business days if the alleged error involved an unauthorized point of sale debit card transaction) 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. Should we ask you to put your complaint or question in writing and your correspondence is not received within 10 days, we may not recredit your account. We will tell you the results within three business days after 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 used in our investigation.

*"Electronic Funds Transfers" includes point-of-sale (POS) transfers, automated teller machine (ATM) transfers, the direct deposit or withdrawal of funds, transfers and payments initiated by telephone or personal computer remote access and all transfers resulting from access card transactions, including those that do not involve an electronic terminal at the time of the transaction. It does not include payment by check, draft or similar paper instrument at an electronic terminal.

FUNDS AVAILABILITY:

Our policy is to make funds from your deposit made at one of our offices available to you on the same business day we receive your deposit provided that deposit is in cash, electronic direct deposit, wire transfer, or the first \$5,000.00 of first party checks made payable to you as described in this paragraph. The first party checks that will be subject to same business day availability include Cashier's Checks, Teller's Checks, Traveler's Checks, Certified Checks, Federal, State, or Local Government Checks, U.S. Postal Money Orders, checks drawn on Envision Credit Union and readily recognizable payroll checks. At that time, you can withdraw these funds in cash and/or we will use the funds to pay transactions you have authorized electronically or otherwise.

Our policy is to delay the availability from funds from the deposit of checks other than those described in the first paragraph above. The length of the delay is counted in business days from the day of your deposit. For determining the availability of your deposit, every day is a business day, except Saturdays, Sundays, and Federal or Credit Union holidays. If you make a deposit before 7:00 PM at a staffed teller station 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 7:00 PM or on a day we are not open, we will consider that the deposit was made on our next business day unless otherwise indicated below.

Our policy is to make funds from checks (other than those checks described in the first paragraph above) available as follows. The first \$200 from a deposit of checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700 on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday.

Funds from deposits at a credit union service center (shared facility) will be available in accordance with the time frames provided above for our own offices. If you make a deposit at a shared facility before 8:00 PM on a business day the Credit Union is open, we will consider that day to be the day of your deposit. However, if you make a deposit at a shared facility after 8:00 PM or on a day the Credit Union is not open, we will consider that the deposit was made on the next business day we are open.

Funds from all deposits at an automated teller machine (ATM) will be available on the first business day after the day of your deposit. If you make a deposit at an ATM before 8:00 PM on a business day the Credit Union is open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 8:00 PM or on a day the Credit Union is not open, we will consider that the deposit was made on the next business day we are open.

We retrieve deposits made to each Financial Center's After Hours/Night Depository at the beginning of the Center's business day. Deposits made to an After Hours/Night Depository while the Center is open, after hours, or on a non-business day, will be considered to have been made on our next business day.

Funds from deposits made through E-Deposit will generally be available to you on the same business day.

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 have cashed would have been available if you had deposited it.

If we accept for deposit a check 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 will not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check you deposited.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th (seventh) business day after the day of your deposit.

Special Rules for New Checking Accounts

The following special rules will apply during the first 30 days your checking account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the checks are first party checks payable to you. The excess over \$5,000 will be available no later than the 9th (ninth) business day after the day of your deposit. Funds from all other check deposits will generally be available no later than the 9th business day after the day of your deposit.