

## ENVISION CREDIT UNION

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

### **BUSINESS ACCOUNT DISCLOSURE & AGREEMENT**

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

EFFECTIVE DATE: August 1, 2014

#### **MEMBER ACCOUNT TYPES:**

For your business or organization to be a member of Envision Credit Union, the business or organization must establish a Membership Share Account. Once a membership has been created, the business or organization ("Account Owner") 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 "Business 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](http://www.envisioncu.com). The account types are:

Membership Share Account	Savings Account
Sterling Fund Account	Sterling Fund PLUS Account
Checking Account	Certificate Account

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 Business Account 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 the Credit Union accounts opened on behalf of the Account Owner 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.

#### **ACCOUNT ACCESS**

**a. Authorized Persons.** The following are persons authorized ("Authorized Person(s)") to establish and act on behalf of the Account Owner (the business or organization) with respects to accounts held at the Credit Union. At least one Authorized Person must be an owner of the Business, a Partner in a partnership, an officer of the Corporation or a member of the Limited Liability Company ("LLC").

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner
- If the Account Owner is a partnership, at least one partner (or general partner in the case of limited partnerships) and any person designated by the partners;
- If the Account Owner has any other form of Business such as a corporation or LLC at least one of the individuals vested with the power to make decisions concerning the operations of the Account Owner and any person designated by those individuals to transact business on such accounts on behalf of the Account Owner.

**b. Authority.** Authorized Persons are vested with authority to open and close accounts, excluding 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

All Authorized Persons are individually authorized to conduct any and all business, including, without limitation, all items, checks, deposits, withdrawals, and transactions, without the knowledge or consent of any Account Owner(s) or any other Authorized Person(s).

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. It is your responsibility to provide us

with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes.

**c. 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.) Authorized Persons 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.

### **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 Business 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 Business 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 Business 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.

**Authorization to Obtain Consumer Credit Report** You authorize the Credit Union to obtain a credit report and to confirm the accuracy of any and all information and documentation provided by you in connection with establishing membership in the Credit Union, opening any account, any modification to any account, applying for or obtaining any loan or extension of credit, any renewal or modification of any such loan or extension of credit, or applying for or obtaining any Credit Union product or service. You agree we may use any credit report obtained by us pursuant to the foregoing authorization to market and sell other products and services to you. Upon request, we will inform you if a credit report has been obtained with regard to you and will provide you with the name and address of the reporting agency from which the credit report was obtained, if applicable. You understand credit inquiries have the potential to impact your credit score.

#### **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 Business 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 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.

#### **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 Business 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 Business 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 Business 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 Business 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 Business Fees for Services Schedule.

#### **Checking Account**

A Business 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 Business Checking account may have monthly account fees, transaction fees and minimum balance requirements, 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 Business Fees for Services Schedule.

Current features of a Checking Account include a free ATM/Debit card for Authorized Persons, when qualified; free MoneyLine; and free eBranch access. An automatic overdraft transfer protection service is 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 Account Owner. These will be described in the various

marketing and informational materials made available and distributed through various channels.

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 Account**

A Certificate 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 Certificate and is disclosed on the Business 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 7<sup>th</sup> calendar day from maturity and up to the 30<sup>th</sup> day from the new renewal/issue date. The minimum balance required to open your account is based on the term of your Certificate 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 Certificate for another term.

A Certificate 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" Certificate, it will be renewed for the standard term closest to the initial "Flex" term. A member issued a Certificate must remain a member of the Credit Union while it is outstanding; otherwise, the Certificate will be closed under the same provisions as an early redemption. A Certificate is valid upon receiving a receipt for funds from the Credit Union which discloses the amount, annual percentage yield, annual rate, and term.

### **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 Business's 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 both those who sign the Membership and Account Agreement and the Account Owner. 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 is 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.

**Business and Organization Accounts.** The Account Owner's Authorized Persons agree to inform the Credit Union of the persons authorized to transact business on behalf of the Business. The Credit Union may rely on the Authorized Persons' initial written authorization until such time as the Credit Union is informed in writing of changes. . Checks payable to a Business may not be cashed, but must be deposited to a Business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the Account Owner, unless the Credit Union has written notice of any wrongdoing and the Credit Union has a reasonable opportunity to act on that notice.

**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, the Account Owner of any one or more of the Authorized Persons, 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 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 before the location is open for business that day (either the drive up or lobby, whichever is earlier). no later than 8:30 A.M. that morning. Transactions placed in the depository after the location is open 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 an Authorized Person 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 organizationally 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 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 you 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 you 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 you, 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 the overdraft protection plan, if you have one and if applicable. 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.

**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. Your 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 \$2500.00 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 [envisoncu.com](mailto:envisoncu.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 Business 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.

**Stale Dated 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 Business Fees for Services Schedule and disclosure. From time to time the Credit Union may amend the fees and charges in the Business 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 the Account Owner has 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 the Account Owner's 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.

**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 business 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. See the Fee Schedule for the fee for paper statement service.

**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.

**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 Signer.** Death or withdrawal of any Authorized Person under this Agreement shall not constitute a revocation of any authority granted by the Resolution of Authority until the Credit Union is notified in writing of such death and the extent of any resulting revocation.

**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 Agreement 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 Business 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 Agreement as constituted herein comprises the complete agreement between you and the Credit Union as to the account or accounts established by you with the Credit Union. Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which the Credit Union's principal place of doing business is located.

**Consent to Contact.** You agree we, in order to service your account or collect any amounts owed to us, may contact you by telephone at any telephone number provided by you on account documents, loan applications or change of address documents, or otherwise associated with your account, including wireless telephone numbers which could result in charges to you. You further agree methods of contact may include use of pre-recorded or artificial voice messages and/or use of an automatic dialing device.

**Unlawful Internet Gambling.** The Credit Union does not allow unlawful internet gambling transactions to be processed or conducted through the Credit Union or Credit Union accounts. You agree that you do not engage in any unlawful internet gambling activity and will not do so at any time prior to the termination of this Agreement. Any internet gambling activity through your account will require you to provide the Credit Union proof of your legality and licensing or certification through appropriate authority to show that the internet gambling business is lawful. You agree further that you will notify the Credit Union promptly of any change in your business or operations to include internet gambling activities.

**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.

## BUSINESS DEBIT CARD

For the purposes of this Agreement "Card" means any VISA Debit Card issued to the Business or any Cardholder, and any duplicates, renewals or substitutions thereof, and "Cardholder" means each person whose name is embossed on the face of the Card and each person who signs above and/or signs, uses or authorizes use of the Card. "You" means the Business and any Cardholder. "We" or "us" means Envision Credit Union. By signing above and/or signing, using or authorizing the use of the Card, Business, Authorized Signer and each Cardholder agrees with Envision Credit Union ("Credit Union") to the following terms, conditions and disclosures:

1. All Cards must be signed immediately upon receipt by the Cardholders, but all Cards remain the property of Credit Union and must be surrendered to Credit Union upon demand. Business acknowledges that Credit Union is providing such service to Business as an accommodation party only and, except as otherwise provided by law, Credit Union is not responsible in any way for the manner in which the Cards are utilized.
2. Business agrees to be unconditionally and without limitation liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, whether utilized by Cardholders or some other person, and whether arising from Cards lost or stolen. All Cardholders who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Cardholders shall be jointly and severally liable with Business for any debits effectuated under the Card issued to the respective Cardholder, whether authorized or unauthorized, and whether arising from lost or stolen Cards.
3. Business agrees to the following security procedures. Each Cardholder must sign their Card before it may be used. Business agrees to require both a Card and a personal identification number (PIN) issued by Credit Union to be used together to obtain cash at designated ATMs. However, Business and Cardholders may use the Card to purchase goods or pay for services without a PIN. Once a Card has been issued, it cannot be transferred to another person. Business agrees to immediately notify Credit Union when Business terminates a Cardholder's rights and to promptly return the Card to Credit Union. Business agrees to provide instructions to all Cardholders about the importance of protecting the Card and PIN. Business agrees to examine its receipts and periodic statements in a timely manner. Business agrees that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure. Business and Cardholders acknowledge that the above procedures provide them a commercially reasonable degree of protection in light of their particular needs and circumstances, and represent that each PIN shall be afforded the highest level of security by Business and Cardholders and shall be known only to those persons who are on a "need to know" basis. Credit Union assumes no duty to discover any breach of security by Business or Cardholders or the unauthorized disclosures or use of a PIN.
4. Cardholder will hold in strict confidence the personal identification number (PIN) to be used with the Card. Business and Cardholder will notify Credit Union immediately of loss, theft or unauthorized use of the Card and/or PIN by either calling **(850) 942-9000, (800) 824-3894** or writing Credit Union at **PO BOX 5198, Tallahassee, FL 32314-5198**.
5. Use of the Card, the Account number, the PIN, or any combination of the three for payments, purchases or to obtain cash from merchants, financial institutions or others who honor the Card is an order by Cardholder for the withdrawal of the amount of the Transaction from Business' **Checking or Savings** Account at the Credit Union ("Account"). Each Transaction with the Card will be charged to the Account on the date the Transaction is posted to the Account. Deposit and payment receipts are binding on Credit Union only after verification by Credit Union.
6. Except as inconsistent with this Agreement, use of the Card is subject to the terms and conditions of the Account as amended by Credit Union from time to time, which are incorporated by reference herein. Changes in the terms and conditions of the Account may affect the use of the Card.
7. Business and Cardholder agrees that the Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. Business and Cardholder acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. Business agrees to provide instructions to all Cardholders that the Card shall not be used for consumer purposes. Credit Union assumes all transactions are for business purposes. Credit Union does not monitor transactions to determine their purpose.
8. Business and Cardholders agree not to use the Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.
9. The services described in this Agreement will be available to Business only as long as Business maintains the Account with Credit Union. Business is liable for the payment of Card transactions authorized by Business or its agent or any Cardholder or their agent.
10. Although the sales, cash advance or other slips or receipts that Cardholder signs or receives when using the Card and/or PIN may contain different terms, this Agreement is the sole Agreement that applies to all Transactions related to the Card and/or PIN except as stated herein.
12. Delivering the Card and/or PIN to another person constitutes authorization of that person to use the Card. Business and Cardholder shall be liable for all authorized use of the Card.
13. Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from the Account, or for a terminal's retention of the Card. Credit Union is not liable for the refusal of any merchant or financial institution to honor the Card or to complete a withdrawal from the Account or for a merchant or financial institution's retention of the Card. Credit Union is not subject to claims and defenses arising out of goods or services Cardholder purchases with the Card.
14. When the Card is used with a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a wholesale market rate or the government mandated rate in effect the day before the processing date, increased by 1%. The conversion rate in effect on the processing date may differ from the

rate in effect on the transaction date or posting date. The conversion rate to U.S. Dollars will be made in accordance with the operating regulations for international transactions established by VISA, through whose facilities such transactions are handled.

15. Businesses will be provided Statement and notices electronically through eBranch unless the Business opts out of this service. In that case Statements and notices will be mailed to Business at the most recent address Business has given Credit Union.

16. This Agreement is subject to amendment by Credit Union at any time in its sole discretion. Business will receive notice of amendments in accordance with applicable law without restatement of the terms herein.

17. Business and Cardholders agree to indemnify Credit Union for any amounts, including but not limited to expenses, court costs and attorney fees, incurred by Credit Union in the event of an overdraft or Business or Cardholder's failure to perform according to the provisions of this Agreement.

18. Business and Cardholders agree to pay all charges (purchases and cash advances) to the Account made by Business, Cardholder or anyone whom Business or Cardholder authorized to use the Card. Business and Cardholders also agree to pay any fees and charges assessed against the Account under the terms of this Agreement and any other agreement with the Credit Union.

19. The Card is the property of Credit Union which may, without liability or advance notice, revoke or limit any or all Card uses. The Card may not be used after the Credit Union cancels it or after it has expired. If Credit Union cancels, Business and Cardholders agree to send the Card to **PO BOX 5198, Tallahassee, FL 32314-5198**

20. To be effective, any waiver or modification 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 as a waiver of any future or other obligation or right.

21. In the event that any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.

22. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Florida, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which the Credit Union's principal place of doing business is located.

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

## **LIABILITY FOR UNAUTHORIZED TRANSFERS**

Business and Cardholders are liable for unauthorized Card transactions if Credit Union processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which Business and Credit Union agreed, unless otherwise required by law. Business and Cardholders will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of the Card. This means Business' and Cardholders' liability for the unauthorized use of the Card could be greater than the liability in a consumer debit card transaction. Business and Cardholders accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Tell Credit Union AT ONCE if you believe the Card and/or PIN has been lost or stolen. Telephoning is the best way of keeping possible losses down. Business and Cardholders could lose all the money in the Account (plus the maximum overdraft line of credit as applicable). If the Card and/or PIN is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. If Business does not notify Credit Union within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to Business, Credit Union will be entitled to treat the information in the periodic statement as correct, and Business and Cardholders will be precluded from asserting otherwise.

**Contact in Event of Unauthorized Transfer.** If the Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from the Account without permission, call or write Credit Union at the telephone number or address listed in this Agreement.

**Consequential Damages.** Credit Union will not be liable to Business, Cardholder or any third party for any consequential or incidental damages resulting from the unauthorized use of the Card and/or PIN.

## **ERROR RESOLUTION**

Business agrees to examine receipts and periodic statements using ordinary care and to report any errors or problems to Credit Union within a reasonable time. Business agrees that the time to examine the statement and report to Credit Union will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to Business. If Business does not report within 60 days, Credit Union will be entitled to treat such information as correct and Business will be precluded from asserting otherwise. Business further agrees that if Business fails to report to Credit Union within 14 days from when the statement was first mailed

or made available to Business that Credit Union will not be required to pay interest or dividends on any refund to which Business may be entitled. We will only recredit your account for errors or problems as required by law.

Call or write Credit Union immediately with errors or questions about electronic transfers at the telephone number or address listed in this Agreement. If notice is provided to Credit Union orally, Credit Union may require the complaint or question in writing within 14 business days.

If Credit Union receives timely notice of an error or problem in a periodic statement, Credit Union will investigate the matter and notify Business of the results as soon as reasonably possible under the circumstances.

### **Types of Available Transfers and Limits on Transfers**

Limitations are imposed on 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 funds transfer.

FOR SECURITY REASONS THERE ARE OTHER LIMITATIONS ON THE NUMBERS OF TRANSFERS THAT CAN BE MADE USING THE CARD AND/OR PIN.

#### **Charges for Transfers or Right to Make Transfers**

Refer to the Business Fees for Services schedule on transfer fees.

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.

#### **Documentation of Transfers**

Business will get a monthly account statement from us for the Accounts.

#### **Credit Union's Liability for Failure to Make Transfers**

We will not be liable if:

- Business does not have enough money in the Account to make the transfer.
- Business has an overdraft line and the transfer would cause Business to exceed the credit limit.
- An ATM does not have sufficient cash.
- A terminal or system is not working properly.
- Circumstances beyond Credit Union's control (such as fire or flood) prevent the transfer.
- A merchant refuses to accept the Card.
- An ATM rejects the Card.

There are other limitations on Credit Union's liability stated in the Agreement.

## **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.

Cash deposits at a proprietary Smart Deposit automated teller machine (ATM) will be immediately available. Cash deposits made at a non-proprietary automated teller machine (ATM) may be subject to a hold. Check deposits made at a proprietary or non-proprietary ATM may also be subject to a hold. If a hold is placed on a deposit, funds from that deposit will be available on the first business day after the day of your deposit. If you make a deposit at a non-proprietary 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 the Credit Union is 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 7<sup>th</sup> (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 9<sup>th</sup> (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.