

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY FLORIDA

DAVID LOOMIS, on behalf of  
himself and all others similarly  
situated,

CLASS REPRESENTATION

Plaintiff,

JURY TRIAL DEMANDED

v.

SUNCOAST CREDIT UNION,

Defendant.

\_\_\_\_\_ /

**CLASS ACTION COMPLAINT**

Plaintiff, David Loomis (“Plaintiff”), individually and on behalf of all others similarly situated, sues Suncoast Credit Union (“Defendant” or “Suncoast”), and states:

**NATURE OF THE ACTION**

1. This is a civil action seeking monetary damages, restitution, and declaratory relief from Defendant Suncoast, arising from the unfair and unconscionable assessment and collection of multiple \$29 “insufficient funds fees” (“NSF Fees”) on the same items.

2. Besides being deceptive, unfair, and unconscionable, this practice breaches contract promises made in Suncoast’s adhesion contracts.

3. Plaintiff and other Suncoast customers have been injured by Suncoast’s practices. On behalf of himself and the putative class, Plaintiff seeks damages, restitution, and injunctive relief for Suncoast’s breach of contract and/or unjust enrichment.

**PARTIES, JURISDICTION, AND VENUE**

4. Plaintiff, David Loomis, is a *sui juris* resident of Hillsborough County, Florida.

5. Defendant Suncoast Credit Union is a state-chartered credit union with its principal place of business in Tampa, Hillsborough County, Florida.

6. The damages in this case exceed \$15,000.00, exclusive of interest, costs, and attorneys' fees.

7. The Court has personal jurisdiction over Defendant because Defendant is at home in Florida and conducts its business in Florida, at which time Defendant was engaged in business activities in the State of Florida, resulting in injuries to Plaintiff and Class members.

8. Venue for this action is proper in this Court because Defendant is authorized to transact business in Florida, and the wrongdoing alleged herein occurred in this County, as well as in other locations where Defendant conducts business in the State of Florida.

9. All conditions precedent to the maintenance of this action have been satisfied.

### **GENERAL FACTUAL ALLEGATIONS**

#### **I. SUNCOAST CHARGES TWO OR MORE NSF FEES ON THE SAME ITEM**

10. Suncoast's account documents allow it to take certain steps when an accountholder attempts an ACH transaction but does not have funds sufficient to cover the transaction. Specifically, Suncoast may (a) authorize the transaction and charge a *single* \$29 OD Fee; or (b) reject the transaction and charge a *single* \$29 NSF Fee.

11. In contrast to its account documents, however, Suncoast regularly assesses two or more NSF Fees on the *same* item.

12. Plaintiff does not dispute Suncoast's right to reject an item and charge a *single* NSF Fee, but Suncoast unlawfully maximizes its already profitable NSF Fees with deceptive practices that also violate the express terms of its account documents.

13. Specifically, Suncoast unlawfully assesses *multiple* NSF Fees on a single Automated Clearing House (“ACH”) item or check.

14. Unbeknownst to consumers, each time Suncoast reprocesses an ACH transaction or check for payment after it was initially rejected for insufficient funds, Suncoast chooses to treat it as a new and unique item or item that is subject to yet another NSF Fee. But Suncoast’s account documents never disclose that this counterintuitive and deceptive result could occur and, in fact, states the opposite.

15. The account documents indicate that only a *single* NSF Fee will be charged per “item,” however many times that item is reprocessed with no request from the customer to do so. An electronic item reprocessed after an initial return for insufficient funds, especially through no action by the customer, cannot and does not fairly become a new, unique item for fee assessment purposes.

16. This abusive practice is not universal in the financial services industry. Indeed, major banks like Chase—the largest consumer bank in the country—do not undertake the practice of charging more than one NSF Fee on the same item when it is reprocessed. Instead, Chase charges one NSF Fee even if an item is reprocessed for payment multiple times.

17. Suncoast’s account documents never disclose this practice. To the contrary, Suncoast’s account documents indicate it will only charge a single NSF Fee on an item or per item.

#### **A. Plaintiff’s Experience**

18. In support of his claim, Plaintiff offers an example of an NSF Fee that should not have been assessed against his checking account. As alleged below, Suncoast: (a) reprocessed a previously declined item; and (b) charged a fee upon reprocessing.

19. On June 24, 2019, Plaintiff attempted an ACH payment to GEICO.

20. Suncoast rejected payment of that item due to insufficient funds in Plaintiff's account and charged him a \$29 NSF Fee for doing so. Plaintiff does not dispute this initial fee, as it is allowed under Suncoast's account documents.

21. Unbeknownst to Plaintiff and without his request to Suncoast to reprocess the item, however, two weeks later, on July 10, 2019, Suncoast processed the same item yet again, and again rejected the transaction due to insufficient funds and charged Plaintiff *another* \$29 NSF Fee.

22. *In sum, Suncoast charged Plaintiff \$58 in NSF Fees to attempt to process a single payment.*

23. Plaintiff understood the payment to be a single item as is laid out in Suncoast's account documents, capable at most of receiving a single NSF Fee (if Suncoast returned it) or a single OD Fee (if Suncoast paid it).

**B. The Imposition of Multiple NSF Fees on a Single Item Violates Suncoast's Express Promises and Representations**

24. The account documents provide the general terms of Plaintiff's relationship with Suncoast, and therein Suncoast makes explicit promises and representations regarding how transactions will be processed, as well as when NSF Fees and OD Fees may be assessed.

25. The account documents contain explicit terms indicating that NSF Fees will only be assessed once per item, when in fact Suncoast regularly charges two or more NSF Fees per item even though a customer only requested the payment or transfer once.

26. Suncoast's account documents indicate that a singular NSF Fee can be assessed on checks, ACH debits, and electronic payments.

27. Suncoast's account documents state that it will charge \$29 per item that is returned due to insufficient funds.

28. According to the Schedule of Fees and Charges (“Fee Schedule”), Ex. A, a singular fee will be charged for each “item”:

Check/ACH debit returned unpaid ..... \$29

29. The Fee Schedule, therefore, states that a single fee will be assessed per check or ACH debit.

30. The Fee Schedule also states that a single fee will be assessed when an accountholder creates an overdraft:

Paid Non-sufficient Funds (NSF) ..... \$29.00

31. The Fee Schedule makes clear that, for all transaction types (whether debit card, check, ACH, or other transaction), only a single NSF Fee or OD Fee can be charged. Indeed, more than one OD Fee is impossible for transactions like debit card transactions, which can only possibly be paid or rejected one time. Suncoast uses identical language to describe “overdraft” fees and “lack of sufficient fund” fees, even though it is impossible for “paid items” to incur more than one fee.

32. Most of the transaction and fee types covered by the Fee Schedule can only occur once, and there is no warning that a certain type of transaction or fee can happen more than once. This is yet another indication to reasonable consumers that the contract means a single NSF Fee may be charged per item.

33. Further, the Account Agreement and Disclosures, Ex. B at 3, states that at most a single NSF Fee may be assessed on “items”:

“We do not have to notify you if your account does not have sufficient available balance in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item.”

34. The same “item” on an account cannot conceivably become a new one each time it is rejected for payment then reprocessed, especially when—as here—Plaintiff took no action to resubmit it.

35. There is zero indication anywhere in the Account Documents that the same “item” is eligible to incur multiple NSF Fees.

36. Even if Suncoast reprocesses an instruction for payment, it is still the same “item.” Its reprocessing is simply another attempt to effectuate an account holder’s original order or instruction.

37. The disclosures described above never discuss a circumstance where Suncoast may assess multiple NSF Fees for a single check or ACH transaction that was returned for insufficient funds and later reprocessed one or more times and returned again.

38. In sum, Suncoast promises that one \$29 NSF Fee will be assessed per electronic payment or check, and these terms must mean all iterations of the same instruction for payment. As such, Suncoast breached the contract when it charged more than one fee per item.

39. Reasonable consumers understand any given authorization for payment to be one, singular “item,” as those terms are used in Suncoast’s Account Documents.

40. Taken together, the representations and omissions identified above convey to customers that all submissions for payment of the same transaction will be treated as the same “item,” which it will either authorize (resulting in an overdraft item) or reject (resulting in a returned item) when it decides there are insufficient funds in the account. Nowhere does Suncoast disclose that it will treat each reprocessing of a check or ACH payment as a separate item, subject to additional fees, nor do Suncoast customers ever agree to such fees.

41. Customers reasonably understand, based on the language of the account documents and Suncoast's other Account Documents, that its reprocessing of checks or ACH payments are simply additional attempts to complete the original order or instruction for payment, and as such, will not trigger NSF Fees. In other words, it is always the same item or transaction.

42. Banks and credit unions like Suncoast that employ this abusive practice know how to plainly and clearly disclose it. Indeed, other banks and credit unions that do engage in this abusive practice disclose it expressly to their account holders—something Defendant here never did.

43. For example, First Citizens Bank, a major institution in the Carolinas, engages in the same abusive practice as Suncoast, but at least expressly states:

Because we may charge a service fee for an NSF item each time it is presented, **we may charge you more than one service fee for any given item.** All fees are charged during evening posting. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

First Citizens Bank Deposit Account Agreement, Fees for NSF Items (emphasis added).

44. First Hawaiian Bank engages in the same abusive practices as Defendant, but at least currently discloses it in its online banking agreement, in all capital letters, as follows:

**YOU AGREE THAT MULTIPLE ATTEMPTS MAY BE MADE TO SUBMIT A RETURNED ITEM FOR PAYMENT AND THAT MULTIPLE FEES MAY BE CHARGED TO YOU AS A RESULT OF A RETURNED ITEM AND RESUBMISSION.**

Terms and Conditions of FHB Online Services – First Hawaiian Bank, Amendment of Terms and Conditions Bill Payment Service, ¶13 (September 2018) (emphasis added).

45. Klein Bank similarly states in its online banking agreement:

[W]e will charge you an NSF/Overdraft Fee each time: (1) a Bill Payment (electronic or check) is submitted to us for payment from your Bill Payment Account when, at the time of posting, your Bill Payment Account is overdrawn, would be overdrawn if we paid the item (whether or not we in fact pay it) or does not have sufficient available funds; or (2) we return, reverse, or decline to pay an

item for any other reason authorized by the terms and conditions governing your Bill Payment Account. We will charge an NSF/Overdraft Fee as provided in this section regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the bill payment.

Klein Bank Consumer and Small Business Online Access Agreement, Bill Pay Service ¶H.

46. First Financial Bank in Ohio, aware of the commonsense meaning of “item,” clarifies the meaning of that term to its accountholders:

Merchants or payees may present an item multiple times for payment if the initial or subsequent presentment is rejected due to insufficient funds or other reason (representment). Each presentment is considered an item and will be charged accordingly.

[https://www.bankatfirst.com/content/dam/first-financial-bank/eBanking\\_Disclosure\\_of\\_Charges.pdf](https://www.bankatfirst.com/content/dam/first-financial-bank/eBanking_Disclosure_of_Charges.pdf) (last accessed May 2, 2019).

47. Suncoast provides no such disclosures, and in so doing, deceives its accountholders.

**C. The Imposition of Multiple NSF Fees on a Single Transaction Breaches Suncoast’s Duty of Good Faith and Fair Dealing**

48. Parties to a contract are required not only to adhere to the express conditions in the contract, but also to act in good faith when they are invested with a discretionary power over the other party. In such circumstances, the party with discretion is required to exercise that power and discretion in good faith. This creates an implied promise to act in accordance with the parties’ reasonable expectations and means that the Defendant is prohibited from exercising its discretion to enrich itself and gouge its customers. Indeed, the Defendant has a duty to honor transaction requests in a way that is fair to Plaintiff and its other customers and is prohibited from exercising its discretion to pile on ever greater penalties on the depositor. Here—in the adhesion agreements Suncoast foisted on Plaintiff and its other customers—Suncoast has provided itself numerous discretionary powers affecting customers’ credit union accounts. But instead of exercising that



discretion in good faith and consistent with consumers' reasonable expectations, Suncoast abuses that discretion to take money out of consumers' account without their permission and contrary to their reasonable expectations that they will not be charged multiple fees for the same transaction.

49. When Suncoast charges multiple NSF Fees, it uses its discretion to define the meaning of "item" in an unreasonable way that violates common sense and reasonable consumer expectations. Suncoast uses its contractual discretion to set the meaning of those terms to choose a meaning that directly causes more NSF Fees.

50. In addition, Suncoast exercises its discretion in its own favor—and to the prejudice of Plaintiff and its other customers—when it reprocesses a transaction when it knows a customer's account lacks funds and then charges additional NSF Fees on a single item. Further, Suncoast abuses the power it has over customers and their accounts and acts contrary to their reasonable expectations under the account documents. This is a breach of the Defendant's implied covenant to engage in fair dealing and act in good faith.

51. It was bad faith and completely outside Plaintiff's reasonable expectations for Suncoast to use its discretion to assess two or three NSF Fees for a single attempted payment.

52. Moreover, Suncoast provides itself discretion to decline to reprocess transactions that are initially rejected. It abuses that discretion when it repeatedly reprocesses transactions and charges NSF Fees each time.

### **CLASS REPRESENTATION ALLEGATIONS**

53. Plaintiff brings this action pursuant to Florida Rules of Civil Procedure 1.220(a) and (b)(3) on behalf of the following Class:

All Florida citizen Suncoast accountholders who, during the applicable statute of limitations, were charged more than one NSF Fee on the same item.

54. Excluded from the Class are individuals who file a request for exclusion, governmental entities, Defendant, its parents, directors, officers, attorneys, and members of their immediate families, and the Court and persons within the third degree of relationship to the Court.

55. **Numerosity:** The members of the Class are so numerous and geographically dispersed that individual joinder of all members is impracticable within the meaning of Rule 1.220(a)(1). However, such information is in the control of Defendant. While the exact number of Class members can be determined only by appropriate discovery, Plaintiff believes that the Class includes, at minimum, thousands of members. The disposition of claims of Class members in a single action will provide substantial benefits to all parties and the Court.

56. **Commonality:** Plaintiff's claims raise questions of law and fact that are common to all putative Class members within the meaning of Rule 1.220(a)(2). *See Soper v. Tire Kingdom Inc.*, 124 So. 3d 804 (Fla. 2013). The common issues presented include:

- A. Whether Suncoast breached its own contract by charging more than one NSF Fee on the same item;
- B. Whether Suncoast breached the covenant of good faith and fair dealing;
- C. The proper method or methods by which to measure damages; and
- D. The declaratory and injunctive relief to which the Class is entitled.

57. **Typicality:** As required by Rule 1.220(a)(3), Plaintiff's claims are typical of the claims of other members of the Class, as all such claims arise from a similar act or a series of similar acts committed by Suncoast. *See Soper*, 124 So. 3d at 804. Plaintiff is advancing the same claims and legal theories on behalf of himself and other members of the Class. Plaintiff is not advancing any unique claims nor is he subject to any unique defenses.

58. **Adequacy:** As required by Rule 1.220(a)(4), Plaintiff and his counsel will fairly and adequately protect and represent the interests of the Class. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in prosecuting and/or defending class actions. Plaintiff possesses no interests adverse or antagonistic to the interests of the Classes.

59. **Predominance and Superiority:** This action is properly maintained as a class action pursuant to Rule 1.220(b)(3) because questions of law and fact common to Plaintiff's claims and the claims of the members of the Class predominate over questions of law and fact affecting only individual members of the Classes, such that a class action is superior to other methods for the fair and efficient adjudication of this controversy. The issues relating to Plaintiff's claims are similar to the issues relating to the claims of the other members of the Class, such that a class action provides a far more efficient vehicle to resolve the claims rather than a myriad of separate and individual lawsuits. The maintenance of this action under Rule 1.220(b)(3) is also supported by the following considerations:

A. The relatively small amount of damages that members of the Class have suffered on an individual basis would not justify the prosecution of separate lawsuits; and

B. Counsel in this class action are not aware of any other earlier litigation against Suncoast to which any other members of the Class are a party and in which any question of law or fact controverted in the subject action is to be adjudicated.

### **Count I**

#### **Breach of Contract, Including the Implied Covenant of Good Faith and Fair Dealing**

60. Plaintiff incorporates by reference the preceding paragraphs.

61. Plaintiff and members of the Class have contracted with Suncoast for banking services, as embodied in Suncoast's Deposit Agreement and other account documents.

62. All contracts entered by Plaintiff and the Class are identical or substantively identical because Suncoast's form contracts were used uniformly.

63. Suncoast has breached the express terms of its own agreements as described herein.

64. Under the law of Florida, good faith is an element of every contract. All contracts impose upon each party a duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit—not merely the letter—of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

65. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes their conduct to be justified. Bad faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Examples of bad faith are evasion of the spirit of the bargain, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

66. Suncoast abused the discretion it granted to itself when it charged multiple NSF Fees on the same item.

67. In this and other ways Suncoast violated the covenant of good faith and fair dealing.

68. Suncoast engaged in the foregoing conduct for the purpose of (1) gaining unwarranted contractual and legal advantages; and (2) unfairly and unconscionably maximizing NSF Fee revenue from Plaintiff and other members of the Class.

69. Plaintiff and members of the Class have performed all, or substantially all, of the obligations imposed on them under the banking agreements.

70. Plaintiff and members of the Class have sustained damages as a result of Suncoast's breaches of the parties' express contracts and breaches of contract through violations of the covenant of good faith and fair dealing.

### **REQUEST FOR RELIEF**

WHEREFORE, Plaintiff, David Loomis, respectfully requests that this Honorable Court, for himself and all members of the Class:

- A. Certify the Class pursuant to Rule 1.220(a) and (b)(3);
- B. Appoint the undersigned as Class Counsel;
- C. Appoint Plaintiff as Representative of the Class;
- D. Award Plaintiff and Class members damages in such amount as the Court or jury may determine;
- E. Award declaratory and injunctive relief as permitted by law;
- F. Award Plaintiff and Class members attorneys' fees and all litigation costs; and
- G. Award Plaintiff and Class members any further relief that the Court deems just and proper.

### **DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial for all counts for which a trial by jury is permitted by law.

Dated: August 15, 2019

Respectfully submitted,

/s/ Jake Phillips  
Jacob Phillips  
Florida Bar No. 0120130

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***Attorneys for Plaintiff and the Proposed  
Classes***

\* *Pro Hac Vice* forthcoming

*Thank you for choosing Suncoast Credit Union!*  
We appreciate having the opportunity to serve you.

## FREE SERVICES

With Suncoast Smart Checking, you receive the following FREE services:

- Free SunNet Online Banking and Bill Pay<sup>1</sup>
- Free Mobile Banking<sup>1</sup>
- Free e-statements
- Free Overdraft Protection<sup>2</sup>
- Free copy of cleared check(s) via SunNet
- Free ATM withdrawals at local Suncoast-owned ATMs, Publix Presto ATMs and McDonald's ATMs in select counties<sup>3</sup>
- Free ATM withdrawals at nationwide CO-OP ATMs
- Free Cashier's Check<sup>4</sup>
- Free Money Orders (12 per day)

<sup>1</sup> Third party message, data, and/or internet service provider rates may apply, as applicable.

<sup>2</sup> No fees are incurred when you use your savings accounts, money market account, line(s) of credit or Suncoast Visa credit card as overdraft protection.

<sup>3</sup> At select McDonald's franchises in Collier, Hillsborough, Pasco, Pinellas and Polk Counties.

<sup>4</sup> First check per day.

## FREE CHECK CASHING

At Suncoast, check cashing is always free for members. That way you keep more money in your pocket instead of paying check cashing fees.\*

\*All checks are subject to approval and credit union check acceptance policy

For additional information, please call  
(800) 999-5887 or visit [SuncoastCreditUnion.com](http://SuncoastCreditUnion.com)

### Checking & Money Market Accounts

Check printing .....	Vary by style and quantity
Check/ACH debit returned unpaid .....	\$29
Paid Non-sufficient Funds (NSF) .....	\$29

### ATM

Withdrawals at non-Suncoast owned or non-CO-OP ATMs .....	\$1.50
Non-member withdrawals (surcharge).....	\$3
Non negotiable ATM deposit .....	\$29

### All Accounts

Document copy, printout or fax (per page)	\$1
Statement copy (per statement) .....	\$2
Deposit or ACH item returned .....	\$10
Plastic card replacement .....	\$5
Stop payment in person or by phone .....	\$29
Stop payment via SunNet <sup>1</sup> or SunTel <sup>1</sup> .....	\$10
Research (per hour).....	\$15
Abandoned Property Processing.....	\$25
Dormant Account Annual Fee <sup>2</sup> .....	\$25
Levy/Garnishment Processing.....	\$25
Rush mail .....	\$25

### Miscellaneous

Copy machine fee (per copy) .....	\$0.10
Cashier's check (after first check per day)	\$2
Visa Gift Card .....	\$3.50
Wire Transfer (incoming) .....	\$5
Wire Transfer (domestic-outgoing) .....	\$20
Wire Transfer (international-outgoing).....	\$35

### Coin Processing

Loose Coin .....	5% of coin over \$100
Non-member Coin.....	10% of coin total
Rolled Coin.....	not accepted

### Safe Deposit Box Rental<sup>3</sup> (Annual Fee)

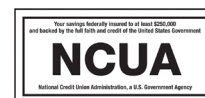
3X5 .....	\$24
3X10 .....	\$36
5X10 .....	\$60

<sup>1</sup>Access not available for ACH, convenience checks, line of credit checks, balance transfer checks, recurring debits, cashier checks or savings accounts.

<sup>2</sup>After 24 months of inactivity.

<sup>3</sup>Available only at select Suncoast locations.

The fees appearing in this Schedule are accurate as of the effective date indicated.



# ACCOUNT AGREEMENT AND DISCLOSURES

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Account Agreement and Disclosure

Funds Availability Policy Disclosure

Electronic Fund Transfers Agreement & Disclosure





## Account Agreement and Disclosure

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Suncoast Credit Union (Credit Union) providing this Agreement. In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Signature Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth in Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

**1. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

**2. INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

**3. JOINT ACCOUNTS** - A joint account is an account owned by two (2) or more persons.

**a. Rights of Survivorship.** Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**b. Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

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

**d. Fiduciary Accounts.** You may request the credit union to facilitate certain trusts, will, or court-ordered account arrangements. However, because the credit union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the credit union to follow any instructions that the credit union believes might expose it to claims, lawsuits, expenses, liabilities or damages, whether directly or indirectly, the credit union may refuse to follow your instructions or require you to post a bond or some other type of protection. Each of you agree to hold harmless and indemnify the credit union from any and all claims or losses that may arise out of any transactions pertaining to the account. Furthermore, the credit union, has no responsibility to determine if the trustee, personal representative, administrator, or any other fiduciary has been duly appointed and qualified to act in the capacity, nor whether any transaction by a fiduciary involving such an account is in accordance with or authorized by applicable law or agreement. The credit unions only obligation with such accounts is to act as a depository for the funds in the account. Account changes requested by you, or any other account owner, such as adding or closing an account or service, must be evidenced by a written or signed document and accepted by the credit union. The credit union will allow accounts to be owned by trusts on a case-by-case basis. Unless otherwise specified in the account signature card, any of you as fiduciary may deposit, withdraw, pledge, or transact any business on the account without the consent of each other.

**4. POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

**5. ACCOUNTS FOR MINORS** - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a

## EXHIBIT B

guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

**6. UNIFORM TRANSFERS TO MINORS ACCOUNT** - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

**7. AGENCY DESIGNATION ON AN ACCOUNT** - An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

**8. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth in Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

**b. Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

**c. Powers of Attorney.** Except as otherwise required by applicable law, we have the right to review and approve or refuse any form of power of attorney and may restrict account withdrawals or transfers. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct, on a case-by-case basis, and may require the attorney-in-fact to present the original power of attorney before conducting any transaction.

**d. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation. We may disregard any notation on any check, draft or item containing the words "paid in full," "full settlement" or any other words of restrictive legend or notation, whether preprinted or handwritten, and treat any such check, draft or item as though such legend notation did not appear thereon. Our acceptance of any such check, draft or item with any such notation for deposit into any account or as payment on any loan, line of credit, or any other amount owed to us shall not operate as any accord, satisfaction or release of any sort.

**e. Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**f. Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least 30 days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**g. Crediting of Deposits.** Deposits made after the deposit cutoff time and deposits made on holidays or days other than our business days will be credited to your account on the next business day.

### 9. ACCOUNT ACCESS -

**a. Authorized Signature.** Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

**b. Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.



## EXHIBIT B

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

**10. FUND TRANSFERS** - Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies, of which we have notified you, are commercially reasonable verification of payment orders and other electronic fund transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers. If we conduct a remittance transfer(s) on your behalf acting as a remittance transfer provider, such transactions will be governed by 12 C.F.R. part 1005, subpart B-Requirements for remittance transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**11. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in the Truth in Savings Disclosure and Schedule of Fees and Charges. We may change the Truth in Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

### **12. TRANSACTION LIMITATIONS** -

a. **Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals.

b. **Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth in Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

**13. CERTIFICATE ACCOUNTS** - Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth in Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

### **14. OVERDRAFTS** -

a. **Payment of Overdrafts.** If, on any day, the available balance in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available balance in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft or equity line-of-credit account, Suncoast VISA Credit Card or other account you so designate. Credit Union may elect to complete an overdraft transfer as determined by Credit Union in its sole discretion and shall not be liable for failure to make an overdraft transfer to cover the insufficient item(s). Transfers shall be made in increments of \$100 or the available balance. Any loan advance for an overdraft transfer from a personal line, equity line, or Suncoast VISA credit card shall be subject to the terms and conditions of such line of credit/credit card. Fees, if applicable for these transactions are shown in the Schedule of Fees and Charges.



## EXHIBIT B

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

**b. How Transactions are Posted to Your Account.** Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

- **Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure provided at the time you opened your account for details regarding the timing and availability of funds from deposits.

- **Debits.** There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.

- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day from low to high dollar value.

- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.

- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

**c. Understanding Your Account Balance.** Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at [suncoastcreditunion.com](http://suncoastcreditunion.com), at an ATM, by visiting a credit union branch or by calling us at 800-999-5887.

**15. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

### 16. STOP PAYMENT ORDERS -

**a. Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's account. The request may be verbally communicated to be binding and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. We may in our sole discretion, require an owner's signature on a Stop Payment Order or honor the Stop Payment Order without an owner's signature. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

**b. Duration of Order.** If required, oral stop payment orders for checks or drafts may lapse within 14 calendar days unless confirmed in writing within that time. Written or verbally communicated stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing or verbally communicated that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

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

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



## EXHIBIT B

If you allege that any transaction on or related to your account is unauthorized, fraudulent or otherwise incorrect, you agree to provide us with all reasonable cooperation requested by us in investigating such transaction, including, but not limited to, the filing of accurate police reports, completion of appropriate affidavits and review of photos and video. Except as otherwise required by applicable laws and regulations, if you fail to provide us with such cooperation, we may refuse to re-credit your account for any such transaction. This paragraph does not guarantee that you will receive any re-credit for any transaction based on such cooperation. In addition to refusal based on your failure to comply with the requirements of this paragraph, we may refuse to re-credit a transaction in our sole discretion except as otherwise required by applicable laws and regulations.

**18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

**19. REMOTELY CREATED CHECKS OR DRAFTS** - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

**20. PLEDGE/STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

**RIGHT TO RESTRICT SERVICES AND ACCOUNT ACCESS** - We reserve the right to restrict, deny, suspend or terminate Credit Union services and/or your ability to access or withdraw account funds at any time, for any reason and without notice to you, in our sole discretion, to the maximum extent permitted under applicable law. Without in any way limiting the foregoing, you agree we may, except as prohibited by applicable law, restrict, deny, suspend or terminate one or more of our services to you and/or your access to account funds in the event you are delinquent or in default on any loan account with us. Accordingly, under such circumstances, we may, without limitation, restrict, deny, suspend or terminate your ability to conduct online banking transactions and/or access or withdraw funds through use of an ATM, a debit card or electronic means. The exercise of rights pursuant to this paragraph shall not be construed as limiting, in any way, our right to pursue other rights and remedies available under applicable law.

**21. LEGAL PROCESS** - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**22. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

### 23. NOTICES -

**a. Name or Address Changes.** You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Schedule of Fees and Charges.

**b. Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

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

**d. Consent to Contact.** By signing or otherwise authenticating an Account Card, you agree we and/or our third-party vendors (including debt collectors) may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by written notice to the Credit Union, P.O. Box 11638, Tampa, FL 33680-1638, by telephone at 800-999-5887 extension 87350 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with your accounts or any of them, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) for which you provide to us. You agree to indemnify us and our third-party vendors (including debt collectors), and hold us and our third-party vendors (including debt collectors) harmless, from and against any and all losses, claims, damages, liabilities, costs or expenses (including any attorneys' fees) that arise out of your breach of any of the foregoing representations and agreements. In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other urgent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law.

**e. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

**24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.



**25. STATEMENTS -**

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

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

**26. INACTIVE ACCOUNTS -** If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth in Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**27. SPECIAL ACCOUNT INSTRUCTIONS -** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

**28. TERMINATION OF ACCOUNT -** We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**29. TERMINATION OF MEMBERSHIP -** You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

**30. DEATH OF ACCOUNT OWNER -** We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Upon the death of the member for any joint account, we may, in our sole discretion, treat the member's death as the application of at least one joint owner on the joint account for membership in the Credit Union as the successor member. Upon our review and approval of the joint owner for Credit Union membership eligibility, we may deem such joint owner as the new member for the account in question for all purposes (including, but not limited to, reassignment of the deceased member's member number to the successor member). We may, but is not required to, have the successor member execute any additional documents as we deem necessary to memorialize the transfer of membership.

**31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES -** You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

**32. SEVERABILITY -** If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**33. ENFORCEMENT -** You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement or any part thereof, you agree to pay all such collection agency fees and costs, all reasonable attorneys' fees, all filing, service and court costs and all other collection costs incurred by us, including, but not limited to, all such fees and costs incurred in pre-litigation collection activities, trial proceedings, appellate proceedings, bankruptcy proceedings and post-judgment collection activities. You understand and agree that (a) such fees and costs may include contingency fees, (b) such fees and costs, including, but not limited to any contingency fees, may be added to the amount owed under this Agreement and (c) such fees and costs, including, but not limited to any contingency fees, may, at our option accrue interest at the rate provided for in this Agreement.

**34. GOVERNING LAW -** This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

**35. NEGATIVE INFORMATION NOTICE -** We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**36. ACCOUNTS RECLASSIFICATION -** We have established a policy for reporting checking, savings and money market accounts to the Federal Reserve Bank (FRB) for reserve requirement reporting purposes. This policy will not affect the available balance, dividend earnings on dividend bearing accounts, NCUA insurance, account statement or any other feature of credit union accounts. It 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. It will also allow us to continue providing automatic access to accounts for overdraft purposes. Credit union checking, savings and money market accounts will be structured into checking and savings sub-accounts for reporting purposes only. The credit union may periodically transfer funds between these two sub-accounts; however, these transfers will not affect the available balance in any of your accounts. Dividend calculations on dividend bearing accounts will be the same on both sub-accounts. If an account does not earn dividends, the savings sub-account will not earn dividends.

## **FUNDS AVAILABILITY POLICY DISCLOSURE**

This Disclosure describes your ability to withdraw funds at Suncoast Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy. This Funds Availability Policy Disclosure does not apply to mobile deposits (Remote Deposit Capture/RDC). Please refer to the Suncoast Credit Union Remote Deposit Terms and Conditions.

**1. GENERAL POLICY** — Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. RESERVATION OF RIGHT TO HOLD** — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**3. HOLDS ON OTHER FUNDS** — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept 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 would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

**4. LONGER DELAYS MAY APPLY** — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer 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 seventh business day after the day of your deposit.

**5. SPECIAL RULES FOR NEW ACCOUNTS** — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**6. DEPOSITS AT ATMS** — Funds from any deposits (cash or checks) up to \$200.00 made at automated teller machines (ATMs) we own or operate will be available on the business day of your deposit, subject to other terms of this disclosure. The amount over \$200.00 from any deposits (cash or checks) made at ATMs we own or operate will be available on the second business day after the day of your deposit, subject to other terms of this disclosure. However, in any case, funds from deposits of U.S. Treasury checks that are payable to you will be available no later than the first business day after the day of your deposit.

**7. DEPOSITS AT NONPROPRIETARY ATMS** — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day (including date of deposit) after the date of your deposit, subject to the other terms of this disclosure. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**8. FOREIGN CHECKS** — Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

## **ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE**

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Suncoast Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**1. EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

**a. Access 24 ATM.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, and such other networks, machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges. ATM locations may be viewed on SCU website ([www.suncoastcreditunion.com](http://www.suncoastcreditunion.com)) or will be supplied upon request. See the back of your access device for a list of participating POS and ATM networks.

At the present time, you may use your card to:

- Make deposits to your share, share draft, money market, and Special Share accounts.
- Withdraw funds from your share, share draft, money market, and Special Share accounts.
- Transfer funds from your share, share draft, money market, and Special Share accounts.
- Obtain balance information for your share, share draft, money market, and Special Share accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at credit union designated POS terminals. ATM locations may be viewed on SCU website ([www.suncoastcreditunion.com](http://www.suncoastcreditunion.com)) or will be supplied upon request. See the back of your access device for a list of participating POS networks.
- Make deposits, withdrawals, transfers and inquiries at designated foreign owned ATM terminals.

The following limitations on Access 24 ATM transactions may apply:

- Deposits are limited to two (2) per card per day.
- Deposits are subject to a two (2) or more business day hold. Entire deposit amount may not be available immediately.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- All ATM/Debit Cards issued upon opening a new membership account and during the first six (6) months of an account being opened will have an ATM cash withdrawal limit of \$220.00 per day. Once the account has been opened for six (6) months, the \$220.00 limit will automatically be increased to \$420.00 for accounts in good standing.
- Withdrawals are subject to the available balance in your account and network access.
- Not all services are available, and the dollar limit may be different at some ATMs.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

**b. Visa Debit Card.** If approved, you may use your Visa® to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the



## EXHIBIT B

Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union and such other networks, machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

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

The following limitations on Visa Debit Card transactions may apply:

- Deposits are limited to two (2) per card per day.
- Deposits are subject to a two (2) or more business day hold. Entire deposit amount may not be available immediately.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- All ATM/Debit Cards issued upon opening a new membership account and during the first six (6) months of an account being opened will have an ATM cash withdrawal limit of \$220.00 per day. Once the account has been opened for six (6) months, the \$220.00 limit will automatically be increased to \$420.00 for accounts in good standing.
- Withdrawals are subject to the available balance in your account and network access.
- Not all services are available, and the dollar limit may be different at some ATMs.
- For security reasons, there may be other limits on the number and dollar amounts on point-of-sale (POS) terminals, as well as limits on the number of daily purchases, using your Visa Debit Card. For security reasons, inactive cards may be closed, without notice, after six (6) consecutive months of non-use.
- For security reasons, all debit transactions may be monitored in real time for potential fraud. Please notify the Credit Union prior to travel or large purchases to insure uninterrupted service. You may be required to verify transactions at (888) 277-6279 for processing.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**c. SunTel.** Your accounts can be accessed under the audio response service via a touch-tone telephone only. If we approve the SunTel audio response service for your accounts, you must use your unique credentials (which may include PINs, passwords or other identifies) along with your account number to access your accounts. This service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

At the present time, you may use SunTel to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share, share draft, line of credit accounts and credit card advances.
- Obtain balance information for all accounts.
- Make loan payments from your share and share draft accounts.
- Verify transaction history up to 90 days on your share and share draft accounts.

The following limitations on SunTel transactions may apply:

- There is no limit to the number of inquiries you may make in any one (1) day.
- For security reasons, the number of transfers or withdrawals may be limited, the Credit Union reserves the right to limit you to as few as two (2) transactions per day.
- For security reasons, there may be limits to the maximum withdrawal and transfer amounts; the Credit Union reserves the right to limit you to as little as \$500.00 in transactions per day.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All withdrawal checks are payable to you as a primary member and will be mailed to your address of record. The service will

## EXHIBIT B

discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

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

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share, share draft, Special Share and/or money market account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and/or share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us verbally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may in our sole discretion, require an owner's signature on a Stop Payment Order or honor the Stop Payment Order without an owner's signature. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**e. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization. Transactions authorized by telephone and internet may also be converted to an electronic fund transaction.

**f. Digital Banking with Bill Payments.** Digital Banking with Bill Payments includes a suite of products that can be accessed using a personal computer, web-enabled device or mobile phone. If Digital Banking with Bill Payment is activated for your account(s), you will be required to use your unique credentials (which may include PINs, passwords or other identifiers) along with your account number to access the account(s). For a list of digital banking services available, please refer to the SunNet/SunMobile Disclosure.

The following limitations on Digital Banking with Bill Payments transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- For security reasons, the number of transfers, withdrawals, loan payments, or bill payments may be limited, the Credit Union reserves the right to limit you to as few as two (2) transactions per day.
- For security reasons, there may be limits to the maximum withdrawal, transfer, loan payment or bill payment amounts; the Credit Union reserves the right to limit you to as little as \$500.00 in transactions per day.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All withdrawal checks are payable to you as a primary member and will be mailed to your address on record. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each online session. We will process bill payment transfer requests only to those creditors you authorize. You must allow sufficient time for creditors to process your bill payment. Please leave at least as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your creditor account by the creditor.

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

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

### **c. Foreign Transactions.**

**Visa.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central

## EXHIBIT B

processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

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

**3. FEES AND CHARGES —** There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

**4. MEMBER LIABILITY —** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(813) 621-7511  
(800) 999-5887

or write to:

Suncoast Credit Union  
PO Box 11904  
Tampa, FL 33680

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

**5. RIGHT TO RECEIVE DOCUMENTATION —**

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs or online/PC transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal, or debit card transaction with a participating merchant exceeding \$15.00.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (813) 621-7511 or (800) 999-5887. This does not apply to transactions occurring outside the United States.

**6. ACCOUNT INFORMATION DISCLOSURE —** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

**7. BUSINESS DAYS —** Our business days are Monday through Friday, excluding holidays.

**8. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS —** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**9. NOTICES —** All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.

## EXHIBIT B

- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

**10. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(813) 621-7511  
(800) 999-5887

or write to:

Suncoast Credit Union  
PO Box 11904  
Tampa, FL 33680

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

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

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

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

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

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

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

**11. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**12. 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 local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**13. ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.