



Membership is **REWARDING**

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KeysFCU.org



Membership - Terms & Conditions - Account Agreement

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

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

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

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

Membership

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

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

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

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

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

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

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

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

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

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

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

All negotiable instruments presented for deposit must be in a format that can be processed and/or photographed. The Credit Union may refuse to accept any check or draft that does not meet this requirement. All endorsements placed on the reverse side of any check or draft which you deposit to your account must be placed so that they are on the left side of the item when looking at it from the front and must be placed so they do not go beyond an area located 1 and ½ inches from the left edge of the item when looking at it from the front. The Credit Union may refuse to accept any item that does not meet this requirement, and, if the credit union does accept it, you agree that you are completely responsible for any loss we incur which is premised on an endorsement not meeting this requirement, including any court costs and reasonable attorney fees.

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

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

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

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

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

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

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Special Terms Regarding Checking Accounts

Deposits Generally: Once you have established your Checking Account, you may make additional deposits into those accounts at any time and in any amount subject to the terms of this Agreement. The above terms regarding “deposits generally” also apply to Checking Accounts, except as they may be modified by this section. All drafts drawn on your Checking Account may be returned by us unpaid for any reason that drafts are normally returned, such as, for example, insufficient funds, uncollected funds, an altered document, or litigation.

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

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

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

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

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

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

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

Overdraft(s): If paper check, debit card, ACH or other electronic type transaction is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). We will not honor overdrafts of any type from the ATM or over the counter with a teller. While we reserve the right to pay or not pay any item presented without sufficient available funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient available funds (NSF). If you wish to exercise this option and prefer that we not pay such items you must contact us by calling us at (305) 294-6622 or writing us at PO Box 1898, Key West, FL 33041 and informing us that you do not want us to pay any items presented without sufficient available funds. If you do not notify us, we retain the right, at our discretion, to pay or not pay any item presented without sufficient available funds. The amounts of the overdraft and NSF fees are disclosed on the Fee Schedule. We encourage you to keep careful records.

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

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

Stop Payments

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

Stop Payment Order Request: You may request a stop payment order on any item drawn on your account. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the

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Credit Union's computer to identify the item. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action.

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

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

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

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

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

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

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

Other Terms and Conditions

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

Individual Account(s) are owned by one person.

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

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

Revocable Trust or Pay-on-Death Account: If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change the account types, and (3) withdraw all or part of the account funds at any time.

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

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

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

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

Convenience Signer/Agency Designation on an Account: A convenience signer or agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

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

Charges: You agree to pay fees in connection with your accounts in accordance with the Fee Schedule for accounts in effect from time to time. We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any charges owed by you from any of your accounts, whether you are an owner or joint owner. We reserve the right to waive any charges in our sole discretion.

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

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

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

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

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

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

Notice of Name or Address Changes: You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in address or name to be in writing.

Notice of Amendments: Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms or rates as required by law or as required in this Agreement. All notices regarding the account will be posted in our office lobbies or will be sent to you to the address shown on your statement. In the event of joint ownership, notice by or to any one joint depositor shall be deemed notice by or to all. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to Keys Federal Credit Union, P.O. Box 1898, Key West, FL 33041-1898.

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

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

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

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

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

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

Information About Your Accounts and About you: Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to Credit Union or financial institution regulators; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information; (9) when we are attempting to collect an obligation owed to us; or (10) unless otherwise prohibited by law. In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others. For additional information about how we share your information with third parties, please refer to the Credit Union's Privacy Notice.

Legal Process: If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any pay out until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process, including but not limited to responding to garnishments, attachments or levies on your account(s), may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our priority lien and security interest.

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

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

Taxpayer Identification Numbers and Backup Withholding: Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

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

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

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

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

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

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

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

Questions: In case you have any questions regarding our Membership/Terms and Conditions Account Agreement, please contact us at: (305) 294-6622 or write to Keys Federal Credit Union, P.O. Box 1898, Key West, FL 33041-1898.

USA PATRIOT Act

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

What This Means To Our Members

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

Truth-In-Savings Disclosure

The Truth-in-Savings Act (TIS) is a section of the Federal Deposit Insurance Corporation Improvement Act of 1991. The National Credit Union Administration is charged with enforcing this Act, which applies to all credit unions.

The purpose of TIS is to promote and simplify comparisons among accounts at all financial institutions. TIS enables consumers to make informed choices/comparisons among competing claims of financial institutions by requiring disclosure of the dividends rates payable on these accounts and the fees assessable against these accounts.

It is the intent of Keys Federal Credit Union to maintain compliance with this federal law pertaining to disclosure of the terms and conditions of all savings programs. The following disclosure information illustrates the various savings alternatives available to members of Keys Federal Credit Union.

The Rate Schedule sets forth certain conditions, rates, fees, and charges applicable to your accounts at Keys Federal Credit Union and is available upon request. If you have any questions regarding any of the accounts offered at Keys Federal Credit Union, please call a member service representative.

Keys Savings Account

Rate Information: The tiered dividend rate and annual percentage yield may change without notice, as determined by the credit union board of directors. There is no minimum balance to earn dividends.

Compounding and Crediting: Dividends will be compounded daily and will be credited to your account monthly.

Minimum Opening Deposit: The minimum opening balance requirement for Keys Savings is \$5.

Minimum Balance Requirements: A balance of \$5 is required to maintain the Keys Savings Account. See the Rate Schedule for the balance requirements and the corresponding dividend rates for Keys Savings Accounts.

Transaction Limitations: Other than the transaction limitations stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you, these accounts are limited to six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit Card transfer, internet online computer transfer, telephonic order or instruction, fax, or similar order to a third party during any month. If you exceed the transfer limitations herein, your account may be assessed additional fees and/or subject to closure.

Minor Savings Account

Rate Information: The dividend rate and annual percentage yield may change without notice, as determined by the credit union board of directors. There is a \$50 minimum balance requirement to earn dividends.

Compounding and Crediting: Dividends will be compounded daily and will be credited to your account monthly.

Special Requirements: An adult (18 years or older) must be joint on the account.

Minimum Opening Deposit: The minimum opening balance requirement for Minor Savings Accounts is \$10.

Minimum Balance Requirements: There is no minimum balance required to maintain the Minor Savings Account.

Transaction Limitations: Other than the transaction limitations stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you, this account is limited to transactions via tellers, and Keys FCU online banking. This account is intended to encourage saving, by and for minors. We reserve the right to limit transactions deemed inappropriate for this account, including but not limited to certain wire transfers and, at our sole discretion, may close the account.

Keys Totally Free Checking Account

Rate Information: No dividend is paid on this account.

Minimum Balance Requirements for Keys Free Checking: There is a minimum opening deposit of \$50 is required for this account.

Fees: No monthly service fee is charged on this account. There are no per-item fees for drafts or deposits, nor do we charge you for transfers or inquiries on Keys FCU online. There are no fees charged for transfers, withdrawals or inquiries at ATMs owned and operated by Keys Federal Credit Union. There may be a fee for inquiries, transfers, and withdrawals at ATMs not owned and operated by Keys Federal Credit Union. See the Fee Schedule for details. There may be a fee charged by the merchant for transactions at the merchant's terminal. Check with the merchant for details.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds. Disclosure or Account Terms and Conditions Disclosures provided to you.

Truth-In-Savings Disclosure

Keys Progress Checking Account

Rate Information: No dividends are paid on this account.

Minimum Opening Deposit: The minimum opening deposit requirement for Keys Progress checking is \$50.

Minimum Balance Requirements: There is no minimum balance required for this account.

Fees: A monthly service fee is charged for this account.

Transaction Limitations: There is an automatic hold of four (4) days on checks deposited in this account with no immediate availability. This account is not eligible for Bill Pay, Mobile Deposit, Pop \$, or Keys EzPay. Dollar limits for Debit MasterCard transactions may be lower than with other checking accounts. E-Statements are required.

Keys Premier Checking Account

Rate Information: The dividend rate and annual percentage yield may change weekly, as determined by the credit union board of directors. A daily balance of \$1,000 is required to earn dividends.

Compounding and Crediting: Dividends will be compounded daily and credited to your account monthly.

Minimum Opening Deposit for Keys High Yield Checking Account:

There is a minimum opening deposit of \$100 required to open this account.

Fees: A monthly service fee of \$15 is charged on this draft account unless a \$1,000 balance is maintained during the entire month. There are no per-item fees for drafts or deposits, nor do we charge you for transfers or inquiries on Keys FCU online. There are no fees charged for transfers, withdrawals or inquiries at ATMs owned and operated by Keys Federal Credit Union. There is a fee for inquiries, transfers, and withdrawals at ATMs not owned and operated by Keys Federal Credit Union. See the fee and service schedule.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

Keys 50 Plus Checking Account

Rate Information: The dividend rate and annual percentage yield may change weekly, as determined by the credit union board of directors. A daily balance of \$500 is required to earn dividends.

Compounding and Crediting: Dividends will be compounded daily and credited to your account monthly.

Minimum Balance Requirement: There is a minimum balance of \$100 to open this account.

Fees: A monthly service fee of \$10.00 is charged on this draft account unless a \$500 minimum balance is maintained during the entire month. There are no per-item fees for drafts or deposits, nor do we charge you for transfers or inquiries on Keys FCU online. There are no fees charged for transfers, withdrawals or inquiries at ATMs owned and operated by Keys Federal Credit Union. There is a fee for inquiries, transfers, and withdrawals at ATMs not owned and operated by Keys Federal. See the fee and service schedule.

This account has no fee for cashier's checks, and allows four free incoming wires without a fee being charged. This account also allows for one share certificate withdrawal during the terms of the certificate not to exceed \$3,000.

Special Requirements: This account requires the account holder to be 50 years of age or older at the time the account is opened.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you

Keys Premier Business Checking Account

Rate Information: The tiered dividend rate and annual percentage yield may change weekly, as determined by the credit union board of directors. A daily balance of \$1,000.00 must be maintained to earn dividends.

Compounding and Crediting: Dividends will be compounded daily and credited to your account monthly.

Minimum Opening Deposit for Keys Premier Business Checking Account: The minimum opening deposit is \$100.

Truth-In-Savings Disclosure

Fees: A monthly service fee of \$15 is charged on this account unless a \$1,000 minimum balance is maintained during the month. There are no per-item fees for drafts or deposits, nor do we charge you for transfers or inquiries on Keys FCU online. There are no fees charged for transfers, withdrawals or inquiries at ATMs owned and operated by Keys Federal Credit Union. There is a fee for inquiries, transfers, and withdrawals at ATMs not owned and operated by Keys Federal. See the fee and service schedule.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you.

Keys Money Market Account

Rate Information: The tiered dividend rate and annual percentage yield may change weekly, as determined by the credit union board of directors. A daily balance of \$2,500 is required to earn dividends.

Compounding and Crediting: Dividends will be compounded daily and will be credited to your account monthly.

Dividend Period: For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend rates and annual percentage yields are the rates and yield as of the last dividend declaration date, which for this example is January 31.

Daily Balance Computation Method: Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

Minimum Opening Deposit: The minimum opening deposit is \$2,500.

Minimum Balance Requirements: A monthly service fee of \$10.00 is charged on this account unless a \$2,500 minimum balance is maintained during the entire month.

Transaction Limitations: Keys Money Market accounts are limited to six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic transfer, online transfer, telephonic order or similar order to a third party per calendar month. A fee will be assessed should you exceed the above transaction limits. If you exceed the transfer limits herein, your account may be assessed additional fees and/or will be subject to closure. See the Fee Schedule for fee amounts.

Keys IRA Money Market Account

Rate Information: The tiered dividend rate and annual percentage yield may change weekly, as determined by the credit union board of directors.

Compounding and Crediting: Dividends will be compounded daily and will be credited to your account monthly.

Dividend Period: For this account type, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend rates and annual percentage yields are the rates and yield as of the last dividend declaration date, which for this example is January 31.

Daily Balance Computation Method: Dividends are calculated by the daily balance method that applies a daily periodic rate to the balance in the account each day.

Minimum Opening Deposit: There is a minimum opening deposit of \$500.00 required to open this account.

Minimum Balance Requirements: A minimum balance is required. See the Fee Schedule for the minimum balance amounts.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section of this disclosure, the Electronic Funds Disclosure or Account Terms and Conditions Disclosures provided to you. For IRA Money Market Accounts, no account limitations apply. The Internal Revenue Service imposes certain restrictions on Individual Retirement Accounts (IRAs).

Keys Share Certificate Account

Rate Information: The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Certificate of Deposit accounts, the Dividend Rate and APY are fixed and will be in effect for the term of the account. The APY is based on an assumption that dividends will remain on deposit until maturity. See the Rate Schedule for the tiered rate and certificate maturity periods.

Truth-In-Savings Disclosure

Compounding and Crediting: Dividends will be compounded daily by the daily balance method and will be credited to your account monthly. Dividends will be earned daily for each day on which the account balance equals or exceeds the minimum daily balance requirements for this account.

Minimum Balance Requirements for Certificate of Deposit Account(s): The minimum balance requirements applicable to each account are set forth in the Rate Schedule and are made a part hereof for additional information and rates.

Accrual of Dividends: For all accounts, dividends will begin to accrue on non-cash (e.g. checks) on the business day you make the deposit to your account. A penalty will be imposed if you withdraw the principal in your certificate before maturity.

Transaction Limitations: After your account is opened, you are not allowed to make any additional deposits. Withdrawals are allowed from the certificate with a penalty. The Internal Revenue Service imposes certain tax restrictions on Individual Retirement Accounts.

Early Withdrawal Penalty: If you withdraw any of the principal from this account before the maturity date, the principal amount withdrawn will be subject to a penalty for early withdrawal equal to either ninety (90) days of dividends, whether earned or not. Early withdrawals could possibly reduce principal if dividends have already been withdrawn. Members may withdraw all accrued dividends prior maturity without penalty.

How the Penalty Works: Only dividends may be withdrawn from this account prior to maturity without penalty. If the principal is withdrawn prior to maturity, a thirty-one (31) day dividend penalty is assessed on 91 day certificates, and a ninety-one (91) day dividend penalty is assessed on certificates with a maturity four (4) months to one year, while a one hundred eighty-two (182) day interest penalty is assessed on certificates with a maturity greater than twelve (12) months.

Automatic Renewal: This account will automatically renew upon maturity for another term.

Common Features

All accounts offered by Keys Federal Credit Union share these common features.

Membership: You must open a Savings Account and maintain the \$5 minimum balance. We reserve the right to suspend services to a member who is not in good standing, which include, but are not limited to, members who: (i) are delinquent on any loan with this Credit Union; (ii) have a Share Savings balance of less than a \$5 minimum; (iii) have caused any financial loss to this Credit Union; (iv) have any unresolved Non-Sufficient Fund Checks outstanding, whether in regard to a deposit or otherwise; (v) have not paid the Credit Union any fees or costs owing to it; or (vi) have a negative balance in any account. Your account is nontransferable and nonnegotiable. The funds in your account (s) may not be pledged to secure any obligation of an owner, except obligations with this Credit Union.

Nature of Dividends: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

Accrual of Dividends on Non-Cash Deposits: Dividends will begin to accrue on the business day you deposit non-cash (e.g. checks) to your account.

Federal Deposit Insurance: The National Credit Union Share Insurance Fund federally insures member accounts up to at least \$250,000.

Transaction Withdrawal Notice: We reserve the right to at any time require not less than seven days written notice, nor more than 60 days written notice before each withdrawal from a dividend-bearing account other than a time deposit, or from any other savings account as defined by Federal Reserve Regulation D.

Fees: Please refer to our separate fee schedule for additional information on fees that may apply to your account, including monthly maintenance fees.

Dividend Period: The dividend period is daily. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date of the dividend period is January 31st. All other dividend periods follow this same pattern. The dividend declaration date precedes beginning date of a dividend period, and for this example is December 31st of the prior year.

Balance Computation Method: Dividends are calculated by the daily balance method that applies a daily periodic rate to the entire principal balance in the account for each day in the statement period. Dividends are earned on the principal balance for each day that the account balance exceeds the minimum necessary to maintain this account.

Electronic Funds Transfer (EFT) and Wire Transfer Notification

Keys Federal Credit Union offers various electronic fund transfer services to our members. We have also provided, and will provide from time to time, a Debit MasterCard to certain members who apply, and are approved for Debit MasterCard. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through Keys FCU online.

When a Personal Identification Number (PIN) is selected by a member in relation to a Debit MasterCard, the PIN can be used in any one of a number of Automated Teller Machines (ATMs) to make electronic fund transfers. Transfers can be made to, from or between one or more accounts in the Credit Union. Simply follow the instructions at the machine. You may use your Card in any authorized ATMs of the Credit Union and such other machines or facilities as the Credit Union may designate. Electronic fund transfers can also be made through Keys FCU online once you have selected a PIN for that.

This disclosure is furnished to you as a Member of Keys Federal Credit Union. It meets the requirements of both the federal and Florida Statutes, relating to electronic fund transfers. This disclosure is also a contract. The terms and conditions set out here are binding on you and on us as to the making of such electronic fund transfers and the use of your Debit MasterCard and PINs, Keys FCU online or any other electronic fund transfers, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have a Debit MasterCard and PIN, online banking access and/or a PIN provided by us and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with a Debit MasterCard, or Keys FCU online to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive a Debit MasterCard from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to electronic fund transfers, and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as over-the-counter and other non-electronic transactions are concerned.

In this disclosure, “you” and “your” include the plural in cases where two or more persons have an interest in a single account affected by an electronic fund transfers service. “We” or “us” refer to Keys Federal Credit Union.

The Following Sections Relate To All Electronic Fund Transfers (EFT) Affecting Your Account(s)

1. Accounts Affected: Each of your accounts at the Credit Union can be subject to some kind of EFT service, with the exception of IRAs and Certificate accounts. The affected accounts are sometimes referred to in this disclosure as “asset account(s),” “designated accounts” or simply as your “account(s)”.

If any of your accounts accessed under this Agreement are joint accounts, then 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 savings and savings as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may and hereby is authorized by every other joint account owner, to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owner(s) and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner. You may notify us if you do not want your accounts subject to any particular type of EFT service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our EFT programs permit at that time.

2. Account Agreements: The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.

3. Minimum Balance: You must always maintain any minimum balance requirements to be entitled to make, by use of your Debit MasterCard, mobile banking, or Keys FCU online system, EFTs affecting your account(s).

Electronic Funds Transfer (EFT) and Wire Transfer Notification

4. EFT Services: You can authorize the following types of EFTs to or from your asset account(s) at the Credit Union.

A. Debit MasterCard: You may use your Debit MasterCard to:

- Withdraw cash from your savings or checking account(s).
- Make deposits to your savings or checking account(s).
- Transfer funds between your checking and savings accounts whenever you request.
- Pay for purchases at places that have agreed to accept Debit MasterCard.
- Get information about the account balance of your savings checking and checking account(s).

Limitations of Debit MasterCard Transactions:

- There is no limit on the number of cash withdrawals you may make in any one day at our terminals, provided you do not exceed your daily cash withdrawal limit of \$1,000.
- You can use our point-of-sale transfer service for up to \$2,500 each day, provided you do not exceed your account balance.

B. Keys FCU Online and Mobile Banking: Your account(s) may be accessed through these using a password for the following services:

- Transfer funds between accounts.
- Make loan payments with us from your savings and checking account.
- Withdraw by check from your savings or checking accounts.
- Transfer funds to and from your savings and/or checking accounts, once authorized, between Keys Federal Credit Union and another financial institution.
- Access Bill Pay and Mobile Banking to pay your bills online.

Get Information About:

- The account balance of checking and savings account(s).
- Transactions to and from checking and savings account(s).
- Obtain totals for current and yearly dividend payments on savings, as well as yearly loan interest payments.
- Obtain a loan payoff amount.

There are no limitations on the frequency of Keys FCU online transactions. Direct deposits to your accounts from a third party or payments to a third party from your account may be made automatically if you contracted with the third party for that service.

If we approve Keys FCU online for your account, a separate password will be assigned to you. You must use your password along with your member number to access your account(s).

We reserve the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required minimum balance, or otherwise require us to increase any reserve on the account. We may set other limits on the amount of any transaction and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds.

Your accounts can only be accessed under Keys FCU online via Internet access or the Keys FCU mobile app for smart phones. Keys FCU online will be available for your convenience 24 hours per day. These services may be interrupted for a short time each day for data processing or be interrupted due to technical problems. If you find that the system is "Not Available" when attempting to access, please try again later when the service is restored.

There is no limit to the number of inquiries, transfers or withdrawal requests you may make in any one day, subject to the availability of funds in your account(s) and other limitations set forth herein concerning the specific type of account affected.

C. Debit MasterCard at an ATM, and Keys FCU Online Transfer: For all savings accounts, during any calendar month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, Debit MasterCard transfer, online computer transfer, telephonic order or instruction, fax, or similar order to a third party. If you exceed the transfer limitations herein, your account may be assessed additional fees.

Electronic Funds Transfer (EFT) and Wire Transfer Notification

Point of Sale Transactions: Your Debit MasterCard may be used to purchase goods or services from merchants who have arranged to accept a Debit MasterCard as a means of payment. These merchants are collectively referred to as “Participating Merchants” and will display a logo or other symbol that identifies them as a merchant who will accept your Debit MasterCard. Purchases made with your Card, including any purchases where you receive cash back, are referred to as “point of sale transactions” or “POS” transactions. A POS transaction will cause your checking account to be debited for the amount of the purchase. A point of sale transaction may result in a transaction in your savings account, overdraft protection and/or overdraft line accounts when performed with your Card.

Check Conversion Transactions: An Electronic Conversion Transaction is a transfer through an automated clearing house when you provide a check to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the check is retained by the consumer, the merchant or other payee, or the payee’s financial institution. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills

5. Excluded Transactions: We have developed an electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute electronic fund transfers for purposes of this disclosure.

For example, automatic transfers from your account(s) to pay your loan(s) owed to us and automatic transfers between your own accounts at the Credit Union do not constitute electronic funds transfers. The terms and conditions of this disclosure only apply to those services and transfers which are electronic fund transfers as described in Section 4; they do not apply to other transactions which, although electronic in nature, do not constitute electronic fund transfers described in that section.

6. Fees and Charges: Certain fees and charges apply to electronic transfers. A fee schedule was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule.

There will be no charge by Keys Federal Credit Union for transactions made by our members on any ATM owned by Keys Federal Credit Union. There is no charge for using Keys FCU online, Mobile Banking, or for direct deposits of periodic payments from persons other than Keys Federal Credit Union or for pre-authorized deductions from your account to a third party other than Keys Federal Credit Union. Should you use your ATM card at another location other than a Keys Federal Credit Union-owned terminal, you will be charged our current fee for that transaction. All Electronic Fund Transfer fees that we may apply to your account(s) are disclosed in the Fee Schedule.

7. Limitations on Electronic Fund Transfers: We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services in Section 4 above. With respect to certain account(s), there are limitations as to how many automatic transfers you are allowed to make to third parties (e.g., your mortgage payments or insurance premiums). No more than six (6) such transfers may be made from any of the accounts specified in Section 4 above during any single statement period. Aside from that limitation, and as to transactions other than those made at an ATM, there are no limitations as to how often you can make electronic fund transfers described in this disclosure. We reserve the right to impose any such restrictions in the future as we deem reasonable.

8. Documentation of Electronic Fund Transfers: You can obtain a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. You will receive a monthly account statement for each month during which an EFT has occurred, unless there are no transfers in a particular month. In any case, you will get the statement on your savings account at least annually. Checking accounts receive a monthly statement regardless of whether or not an EFT transaction was made.

Electronic Funds Transfer (EFT) and Wire Transfer Notification

Exception for receipts in small-value transfers: Federal Regulations do not require this Credit Union or any financial institution to make available a receipt at an ATM terminal for an electronic transfer if the amount of the transfer is \$15.00 or less.

Examples of the types of small-value transfers where you are not entitled to a receipt for transfers of \$15.00 or less include transfers initiated through an automated teller machine (ATM), point-of-sale (POS) terminal, automated clearinghouse (ACH), or telephone bill-payment plan.

In addition, the fact that any financial institution, including this Credit Union, does not make a terminal receipt available for a transfer of \$15.00 or less is not an "Error" for purposes of the error resolution Section below entitled "Errors or Questions".

Your right to documentation in this section does not apply when the electronic funds transfer occurs outside of the United States.

9. Stop Payments & Preauthorized Payments: Right to stop payment and procedure for doing so. If you want to stop a payment or you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (305) 294-6622 or write to Electronic Funds Transfer Department, Keys Federal Credit Union, P.O. Box 1898, Key West, FL 33041-1898.

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

Stop Payment Order Request: You may request a stop payment order on any check drawn on your account. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. You understand that the exact information is necessary for the Credit Union to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action.

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

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

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

Verbal Stop Payment Order: If a verbal stop-payment order is accepted at the Credit Union and you fail to complete and submit a written request for the stop payment order within 14 days, the Credit Union's block on the payment shall be lifted and cease to be effective on the fourteenth calendar day from the date the original verbal order was placed with the credit union thereafter authorized to issue payment to any payee(s). A verbal stop payment order will cease to be effective fourteen (14) days from the dated originally placed.

Duration of Order on Non-Clearing House Check/Draft: A signed stop payment order is effective for one return entry or the duration of six (6) months, whichever occurs first, and may be renewed in writing from time to time. For consumers only, a reoccurring stop payment will stop all future debts unless you cancel the stop payment order in writing. We do not have to notify you when a stop payment order expires.

Electronic Funds Transfer (EFT) and Wire Transfer Notification

Fees & Liability: Fees for stop payment orders are set forth on the Credit Union Fee Schedule.

Liability for Failure to Stop Payment of Preauthorized Transfer: If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we may be liable up to the amount, not exceeding the amount of the electronic transfer. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call.

10. Advisory Against Illegal Use: You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

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

12. Confidentiality: We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

13. Errors or Questions: In Case of Error or Questions About your electronic fund transfers as described in Section 4, call (305) 294-6622 or write to Electronic Funds Transfer Department, Keys Federal Credit Union, P.O. Box 1898, Key West, FL 33041-1898 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90* days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents 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, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

14. Additional Limit on Liability for Cash and Debit MasterCard: Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number (PIN) which are not processed by MasterCard.

Electronic Funds Transfer (EFT) and Wire Transfer Notification

15. Our Liability for Failure to Make Electronic Fund Transfers: If we do not complete an EFT as described in Section 4, to or from your accounts on time or in the correct amount according to our agreements with you, we may be liable to you up to an amount not exceeding the amount of the electronic transfer. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer.
- If funds in your account are subject to garnishment or other legal process.
- If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
- If the transfer would take the balance on your overdraft line (if applicable) over the credit limit.
- If the automated teller machine where you made the transfer did not have cash.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- If the terminal system was not working properly and you knew about the breakdown when you started the transfer.
- There may be other exceptions stated in our agreement with you.

We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such electronic fund transfers.

16. Business Days: Our business days are Monday through Friday, excluding the following holidays: New Years Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. We reserve the right to change our business days and hours.

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

18. Amendments/Termination: We reserve the right to amend this disclosure/agreement at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. We also reserve the right to terminate this disclosure/agreement by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. You may also terminate this agreement at any time, however termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, Debit MasterCards.

19. Location of Machines: The number and location of Automated Teller Machines is subject to change at any time.

20. Card Ownership: All Debit MasterCards, Access Codes and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without prior notice. You agree not to use your Debit MasterCard for a transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request.

21. Secrecy of PIN: If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your Debit MasterCard or on any item you keep with your cards. If you do not keep your PIN separate from your Debit MasterCard, your privileges may be revoked at our option. This Credit Union's employees will never ask you for your Debit MasterCard PIN.

22. 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.

Electronic Funds Transfer (EFT) and Wire Transfer Notification

23. Dollar Limitations on Electronic Fund Transfers: There are no limitations on the number or dollar amount of deposits you may make at any ATM during its 24-hour operating cycle. However, to protect against possible losses, your card will not allow you to withdraw more than the amount authorized for you during any daily cycle. If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations

24. ATM or Debit MasterCard Transaction Limitation: The single day transaction limitation for your Debit MasterCard is limited to a maximum withdrawal of \$1,000.00 or, for a point of sale transaction, an amount not exceeding the then available balance in your account.

25. Responsibility for Overdraft: If you obtain cash from an ATM which creates a shortage in your account, or if you overdraw an account through use of Keys FCU online or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your checking account per occurrence. If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan. If there are not sufficient funds to make a transfer according to your overdraft line of credit, then such overdraft will be paid to us as provided in the first sentence of this paragraph.

26. Crediting of Deposits and Payments: Deposits or payments made in an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments to accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.

27. Advisory Against Illegal Use: You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

28. Governing Law: This Agreement and Disclosure is governed by the Bylaws of Keys Federal Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Florida.

29. Enforcement: You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth here and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this.

30. Foreign Transaction Currency Conversion: When you use your Debit MasterCard at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollars amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by MasterCard from the range of rate available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. A foreign transaction is a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to the account drawn upon by your Debit MasterCard for each foreign transaction. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases.

An International Service Assessment fee on all international transactions of up to .8% will be charged by the credit union, regardless of whether there is a currency conversion. If there is a currency conversion, there is a 1% international transaction fee on all international transaction that we pass onto you as the user.

If there is no currency conversion but the transaction was completed in a foreign country (a "single-currency transaction") the International Service Assessment is charged, including cash advances, purchases and credits to your account. If there is a "multi-currency" conversion, the ISA will continue to be 1% of the transaction. An international transaction is a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to the account drawn upon by your Debit MasterCards for each foreign transaction.

Electronic Funds Transfer (EFT) and Wire Transfer Notification

31. Consumer Liability:

a. Consumer Liability: Tell us AT ONCE if you believe your Debit MasterCard and/or PIN(s) or Keys FCU online service PIN has been lost or stolen, 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 you tell us within 2 business days after you learn of the loss or theft of your Debit MasterCard, or your PIN(s) and/or Keys FCU online access service PIN/Code, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), and we can prove we could have stopped someone from using your card(s) and/or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was provided to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

b. Contact in Event of Unauthorized Transfer. If you believe your Debit MasterCard or PIN(s) have been lost or stolen, or your Keys FCU online PIN/Code has been compromised, call (305)294-6622 or write to Electronic Funds Transfer Department, Keys Federal Credit Union, P.O. Box 1898, Key West, FL 33041-1898 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.

c. Authorization. If you furnish another person with your Debit MasterCard and PIN, any operable Code, or Keys FCU online PIN/Code, or check book, you will be responsible for all electronic fund transfers though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers and those codes are changed.

32. RIGHT OF OFFSET (Deposit Lien): IF YOU SELECT A PIN OR REQUEST THAT WE ISSUE A PIN TO YOU, AND IF YOUR CARD OR YOUR PIN MAY BE USED TO ACCESS OPEN-END CREDIT PLAN AGREEMENT(S) WITH US BY WAY OF OVERDRAFT PROTECTION, FUTURE ADVANCES OR OTHERWISE, A SECURITY INTEREST IN YOUR ACCOUNT(S) WITH US ARE A CONDITION TO THE ISSUANCE OF THE CARD AND THE PIN. IN THAT EVENT, YOU GIVE US A SECURITY INTEREST IN ALL ACCOUNTS WITH US IN WHICH YOU HAVE AN INTEREST EITHER NOW OR IN THE FUTURE, INCLUDING ACCOUNTS ON WHICH YOU ARE A JOINT OWNER AND WHICH SECURE ALL ADVANCES MADE WHETHER DIRECTLY OR INDIRECTLY, THROUGH THE USE OF YOUR CARD. YOU HEREBY AUTHORIZE US TO APPLY FUNDS IN YOUR ACCOUNT(S) TO PAY ALL AMOUNTS DUE IF YOU ARE IN DEFAULT. YOU ARE NOT GIVING US AN INTEREST IN ANY ACCOUNT, INCLUDING ANY INDIVIDUAL RETIREMENT ACCOUNT, WHICH WOULD LOSE SPECIAL TAX TREATMENT IF GIVEN AS SECURITY AND APPLIED TO YOUR LOAN(S).

Uniform Commercial Code Article 4A

The following rules shall apply to all wire transfer services provided by the Credit Union.

Keys Federal Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

Wire Transfers may only be authorized by you or any other person identified on your Credit Union Membership Application. If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or drivers license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit (R/T) or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur. Once funds are wire transferred, the transaction cannot be reversed.

Electronic Funds Transfer (EFT) and Wire Transfer Notification

Wire Transfer Notification

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses (ACH), the operating rules of the National Automated Clearing House Association (NACHA) will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by lawor regulation.

We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Funds Transfer Act (Regulation E). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction, its rules will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Florida and the Florida Uniform Commercial Code.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.

Deposit Availability Policy

When a deposit is made to your account, the funds may not be available immediately. For example, if you deposit a check on Monday, you may not be able to withdraw the funds from that check, and we may not pay another check with those funds, until Tuesday or even later. See the Availability Timeline below for details about when you can use the funds from different types of deposits.

If you withdraw funds from a check deposit, and the check is later returned unpaid, we may charge the check back to your account.

Availability Timeline for Deposits to Established Accounts

Below is our general policy for deposits to accounts open more than 30 days. **Longer delays may apply;** different rules apply for **checks deposited to accounts open 30 days or less** (see next page).

When a deposit is made by...	Deposited funds are available...
<ul style="list-style-type: none">• Electronic direct deposit• Wire transfer• Cash	<ul style="list-style-type: none">• The same business day
<ul style="list-style-type: none">• Check	<ul style="list-style-type: none">• Usually the next business day, but see "Longer Delays May Apply" below

What is a "Business Day?": A business day is any day of the week except Saturday, Sunday, and Federal holidays. A deposit made before 5:00 p.m. on a business day is considered deposited that day. A deposit made after that day, or on a day we are closed, is considered deposited the next business day.

Check Cashing, Immediate Availability, and Holds on Other Funds: We may cash a check or make a check deposit available immediately if you have funds to cover that check in any of your accounts with us. If we do, we will hold those funds (equal to the amount of the check) in your account(s) according to the timelines described elsewhere in this policy.

Deposit Availability Policy

Longer Delays may Apply: Funds from check deposits may not be available according to the timeline described above. In some cases funds may be held for up to 4 business days. In these cases, the first \$200 of the deposit will be available on the next business day.

Funds from check deposits may be delayed for up to 9 business days if:

- We believe a deposited check will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as failure of a computer or communications equipment.

We will notify you if we delay your ability to withdraw funds, and we will tell you when the funds will be available.

If you will need the funds from a check deposit right away, ask us when the funds will be available.

Availability Timeline for Deposits to New Accounts (open 30 days or less)

When a deposit is made by...	Deposited funds are available...
<ul style="list-style-type: none"> • Electronic direct deposit • Wire transfer • Cash 	<ul style="list-style-type: none"> • The same business day
<ul style="list-style-type: none"> • U.S. Treasury check payable to you 	<ul style="list-style-type: none"> • The first \$200 is available on the next business day • Any remainder over \$200 is available in 9 business days
<ul style="list-style-type: none"> • Government, cashier's, certified, teller's, or traveler's check that is payable to you • Postal money order, Federal Reserve Bank check, or Federal Home Loan Bank check payable to you 	<ul style="list-style-type: none"> • The first \$200 is available on the next business day if deposited with a teller, otherwise 2 business days • Any remainder over \$200 is available in 9 business days
<ul style="list-style-type: none"> • Other checks not specifically described above <p><i>For example, personal checks, or checks not written to you</i></p>	<ul style="list-style-type: none"> • In 9 business days

Privacy Notice

FACTS

WHAT DOES KEYS FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and date of birth • Account balances and payment history • Transaction history and income <p>When you are no longer our member, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Keys Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Keys Federal Credit Union share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes — to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes — information about your transactions and experiences	YES	NO
For our affiliates' everyday business purposes — information about your creditworthiness	NO	N/A
For our affiliates to market to you	NO	N/A
For nonaffiliates to market to you	NO	N/A

Questions?	Call us at: (305) 294-6622 or go to www.KeysFCU.org
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Privacy Notice

Who we are	
Who is providing this notice?	Keys Federal Credit Union
What we do	
How does Keys Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Keys Federal Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or apply for a loan • use your credit or debit card or pay bills • show your government-issued ID <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes — information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Credit Union Service Organizations
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Keys Federal Credit Union does not share with non-affiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include financial service providers such as payment processing companies or nonfinancial companies, such as check printing and data processing companies.
Other Important Information	
<p>You can also help safeguard your personal info by taking a few simple precautions:</p> <ul style="list-style-type: none"> • Protect your account numbers, plastic card numbers, PINs (personal identification numbers) or passwords. Never keep your PIN with your card, which can provide free access to your accounts if your card is lost or stolen. • Use caution when disclosing your account numbers, social security numbers, etc. to other persons. If someone calls you explaining the call is on behalf of the credit union and asks for your account number, you should beware. Official credit union staff will have access to your information and will not need to ask for it. • Keep your information with us current. If your address or phone number changes, please let us know. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately. Credit Union does not share with non-affiliates so they can market to you. 	