

Membership Booklet

January 19, 2010

Membership and Account Agreement

Privacy Notice Disclosure

Funds Availability Policy Disclosure

Electronic Fund Transfers
Agreement and Disclosure



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TABLE OF CONTENTS

I. MEMBERSHIP AND ACCOUNT AGREEMENT	1
1. Membership Eligibility	
2. Individual Accounts	
3. Joint Accounts	
4. POD/Trust Account Designations	
5. Accounts for Minors	
6. Uniform Transfers to Minors Account	
7. Agency Designation on an Account	
8. Non-Dividend Accounts	
9. Deposit of Funds Requirements	
10. Account Access	
11. ACH & Wire Transfers	
12. Account Rates and Fees	
13. Transaction Limitations	
14. Certificate Accounts	
15. Overdrafts	
16. Postdated and Staledated Checks	
17. Stop Payment Orders	
18. Credit Union Liability	
19. Checks Presented for Payment in Person	
20. Remotely Created Checks	
21. Pledge/Statutory Lien	
22. Legal Process	
23. Account Information	
24. Notices	
25. Taxpayer Identification Number and Backup Withholding	
26. Statements	
27. Inactive and Dormant Accounts	
28. Special Account Instructions	
29. Termination of Account	
30. Termination of Membership	
31. Death of Account Owner	
32. Severability	
33. Enforcement	
34. Governing Law	
35. Negative Information Notice	
II. PRIVACY NOTICE AND DISCLOSURE.....	11

III. FUNDS AVAILABILITY POLICY DISCLOSURE13

1. Your Ability to Withdraw Funds
2. Government, Official, and Other Special Types of Checks
3. Other Delays May Apply
4. Holds on Other Funds
5. Special Rules for New Accounts
6. Deposits at Nonproprietary ATMs
7. Foreign Checks

**IV. ELECTRONIC FUND TRANSFERS
AGREEMENT AND DISCLOSURE15**

1. EFT Services
2. Transfer Limitations
3. Conditions of EFT Services
4. Fees and Charges
5. Member Liability
6. Right to Receive Documentation
7. Account Information Disclosure
8. Business Days
9. Credit Union Liability for Failure to Make Transfers
10. Notices
11. Billing Errors
12. Termination of EFT Services
13. Governing Law
14. Enforcement

I. MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of VyStar Credit Union (Credit Union) providing this Agreement. In this Agreement, the words “you”, “your” and “yours” mean anyone who signs a Membership Application (Account Card or any other account opening document). The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any accounts you have with the Credit Union. The words “checks or draft” or “draft” are used interchangeably throughout this Agreement and means a negotiable instrument.

Your account type(s) and ownership features are designated on your Membership Application. By signing a Membership Application, each of you, jointly and severally, agree to the terms and conditions in this Agreement and accompanying Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Notice Disclosure, Fee Schedule, and any Account Deposit Receipt accompanying this Agreement, and the Credit Union’s bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

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

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

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

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

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

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

4. POD/TRUST ACCOUNT DESIGNATIONS — A Payable on Death (POD) account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, is payable to all surviving POD beneficiaries/payees. If there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship upon the death of the last account owner. Any POD beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. An account held on behalf of or in the name of a trust will be governed by this Agreement (other than this paragraph) and the terms of any separate agreement or certification we may require you to complete.

5. ACCOUNTS FOR MINORS — We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a 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 purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

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

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

8. NON-DIVIDEND ACCOUNTS — We may establish non-dividend accounts for you upon written request.

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

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

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

We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include “two signatures required”, “void after 60 days” and “not valid over \$500.” We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

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

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

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

10. ACCOUNT ACCESS —

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

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, automatic transfer, Internet banking or telephone, as applicable). We may return, as unpaid, any check drawn on a form we do not provide, and you are responsible for any loss we incur from handling such a check. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney. Subject to applicable law, we can not reasonably refuse to honor a power of attorney.

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

11. ACH & WIRE TRANSFERS — Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for electronic fund transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic fund transfers to or from your accounts. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions

facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures, and you agree that our security procedures are commercially reasonable.

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

13. TRANSACTION LIMITATIONS —

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

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

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

14. CERTIFICATE ACCOUNTS — Any certificate account is subject to the terms of this Agreement, the Truth-in-Savings Disclosure and Account Deposit Receipt, the terms of which are incorporated herein by reference.

15. OVERDRAFTS —

a. Payment of Overdrafts. If, on any day, the funds in your account are not sufficient to pay the full amount of a check, transaction, or other items posted to your account plus any applicable fee (“overdraft”), we may pay or return the items. The Credit Union’s determination of an insufficient available account balance may be made at any time between presentation and the Credit Union’s midnight deadline with only one (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection arrangement or, if you do not have such an arrangement with us, in accordance with our overdraft payment policy.

b. Order of Payments. Checks, transactions, and other items may be processed in the order that you make them or in the order that we receive them. Checks and other items will generally be processed and posted after ACH credits, mail deposits and ACH debits have been posted to your account. However, we may, at our discretion, pay a check, transaction, or other item and execute other transactions on your account in any order we choose. The order in which we process checks, transactions, and other items and execute other checks, transactions, or other items on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks and process transfers and withdrawals.

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

17. STOP PAYMENT ORDERS —

a. Stop Payment Order Request. Any owner may request a stop payment order on any check drawn on the owner's account. To be binding, the order must be in writing, dated and signed, and must accurately describe the check, including the exact account number, the check number and the exact amount of the check. This exact information is necessary for the Credit Union's computer to identify the check. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check and to assist us in any legal action.

b. Duration of Order. Written stop payment orders are effective for six (6) months and may be renewed for additional six (6) month period by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

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

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

19. CHECKS PRESENTED FOR PAYMENT IN PERSON — We may refuse to accept any check drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check and we shall have no liability for nonpayment. If we agree to pay a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the Fee Schedule.

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

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

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

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

23. ACCOUNT INFORMATION — Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except

when: (1) it is necessary to complete, effect, administer, or enforce a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; (4) you give us written permission; or (5) such disclosure is made in accordance with our Privacy Notice Disclosure. Refer to the end of this section for our complete Privacy Notice Disclosure.

24. NOTICES —

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

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement from time to time. We will notify you of any changes in terms, rates, or fees as required by applicable law. Any change will be effective at the time we make the change, unless a later time is specified in any notice we may be required to give you by applicable law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

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

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

25. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING

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

26. STATEMENTS —

a. Contents. If we provide a periodic statement for your account, it will consist of a list of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for a joint account. If monthly periodic statements are provided, the checking account must be open at least ten (10) days in the first month of the initial account opening in order to receive a statement that month. For checking accounts, you understand and agree that your original check, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks or copies thereof are made available to you on the date the statement is sent to you, even if the checks do not accompany the statement. You also understand that you will receive a separate billing statement for your line of credit account(s), if applicable.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forced, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 60 days of the date we

sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

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

27. INACTIVE AND DORMANT ACCOUNTS — If you have not made any transactions on your account within 12 months, we may classify your account as dormant. If you have not made any transactions on your account after five (5) years, during which we have been unable to contact you by regular mail, we may classify your account as abandoned. In these cases, unless prohibited by applicable law, we may charge a service fee as set forth on the Fee Schedule. If we impose a fee, we will notify you, as required by law, at your last known address. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds; you must apply to the appropriate state agency. We may close your checking account if the balance is zero (0) for nine (9) consecutive months.

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

29. TERMINATION OF ACCOUNT — We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by overdraft protection; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require (but have no obligation to require) the consent of all owners to terminate a joint account. We are not responsible for payment of any check, withdrawal, or other items after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

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

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

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

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

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

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

II. PRIVACY NOTICE AND DISCLOSURE

VyStar Credit Union and its affiliate, VyStar Financial Group, LLC, (herein referred to as “we,” “our,” or “us”) understand and recognize the sensitivity of your personal financial information and take every effort to ensure that your private information is protected. Your privacy is a top priority. This notice describes how we protect your nonpublic personal financial information. We are required by law to give you this privacy notice to explain how we collect, use, and safeguard your personal financial information.

We do not sell or share your personal financial information to outside marketers who may want to offer you their products and services.

We are committed to providing you with competitive products and services to meet your financial needs, which necessitates that we share information about you to complete your transactions and to provide you with certain financial opportunities. In order to do so, we have entered into agreements with other companies that provide either services to us or additional financial products for you to consider.

Under these agreements, we may disclose all of the information we collect, as described below, to companies that perform marketing or other services on our behalf, or to other financial institutions with whom we have joint marketing agreements. These companies may include financial service providers such as payment processing companies or nonfinancial companies, such as check printing and data processing companies.

To protect your privacy, these companies are prevented by legal agreement from using this information for their own purposes or selling this information to others. We do not permit these companies to sell to other third parties the information we provide to them. We may also share transaction or experience information about you with our affiliated third party financial service provider (VyStar Financial Group, LLC).

INFORMATION WE COLLECT AND DISCLOSE ABOUT YOU —

We collect the following nonpublic personal information about you from a variety of sources and may disclose all the information we collect to companies that perform marketing services on our behalf, or to other financial institutions with which we have joint marketing agreements, or to our affiliates, except that the only information we will disclose to our affiliates is information solely as to transactions or experiences between you and us.

- Information we receive from you on applications or other forms, such as name, address, social security number, and income.
- Information about your transactions with us, our affiliates, or others that work closely with us to provide you with financial products, such as account balances, payment history, parties of transactions, and credit card usage.
- Information we receive from a consumer-reporting agency, such as your creditworthiness and credit history.
- Information obtained from verifying the information you provide on an application or other forms, such as from your current or past employers or from other institutions where you conduct financial transactions.

We may also disclose any nonpublic personal information about you under other circumstances as permitted or required by law, typically to process transactions on your behalf, conduct our operations, follow your instructions as you authorize, or to protect the security of our financial records. This may include our Federal and State Regulators, and Auditors for the purpose of protecting our members and their assets.

If you decide to terminate your membership or become an inactive member, we will adhere to the privacy policies and practices described in this notice.

HOW WE PROTECT AND RESTRICT YOUR ACCOUNT INFORMATION —

We restrict access to your personal and account information to those employees who need to know that information to provide products and services to you. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal information.

When visiting our web site (www.vystarcu.org), you will be asked for personal information. This information will be used to serve your needs quickly and identify other products and services may offer you in the future. For more details, please visit our web site and view our online privacy policy.

Your privacy and financial success are our concern. We are committed to protecting your privacy and will take every reasonable step to ensure your personal information is protected.

WHAT MEMBERS CAN DO TO HELP —

We are committed to protecting the privacy of our members. Members can help by following these simple guidelines:

- 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.

If you have any further questions regarding our privacy practices or policy, you can reach us:

Via the Internet at:

www.vystarcu.org

By Telephone at:

(904) 777-6000, option 9 or
1-800-445-6289, option 9

By Mail at:

P. O. Box 45085
Jacksonville, FL 32232-5085

III. FUNDS AVAILABILITY POLICY DISCLOSURE

1. YOUR ABILITY TO WITHDRAW FUNDS — Our general policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. It is also our policy to make wire transfers and electronic direct deposits available to you on the same business day that we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit in person to one (1) of our employees on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day when we are not open, we consider that the deposit was made on the next business day that we are open. If you make an ATM deposit before 4:00 p.m. local time on a business day that we are open, we consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. at an ATM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. GOVERNMENT, OFFICIAL, AND OTHER SPECIAL TYPES OF CHECKS — If you make the deposit in person to one (1) of our employees, our policy is to make funds from the following types of deposits available on the same business day that we receive your deposit:

- U.S. Treasury checks that are payable to you.
- State and local government checks that are payable to you.
- Cashier's, certified and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit of these checks in person to one (1) of our employees (for example, if you mail the deposit), our policy is to make funds from the deposits available no later than the next business day after the day we receive your deposit.

3. OTHER DELAYS MAY APPLY — In some cases, we will not make all the funds that you deposit by check available to you on the same business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. If we are not going to make all the funds from your deposit available on the same business day of your deposit, we generally notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one (1) of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, we may delay the availability of funds deposited by check into your account for a longer period under the following circumstances:

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

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

4. HOLDS ON OTHER FUNDS — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the check must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one (1) of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

6. DEPOSITS AT NONPROPRIETARY ATMS — Funds from any deposits (cash or checks) made at ATMs we do not own or operate may not be available until the fifth business day after the date of your deposit. This policy does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

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

IV. ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by VyStar Credit Union (Credit Union). In this Agreement, the words “you” and “yours” mean those who sign the Membership Application as applicants, joint members or joint owners, or any authorized users. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one (1) or more savings, checking or money market accounts you have with the Credit Union. In this section of the disclosure, the word “card” means an automated teller machine (ATM) card. Electronic fund transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing a Membership Application for EFT services, signing your plastic card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Refer to the Credit Card or Visa Check Card agreements for information regarding your Credit Card or Visa Check Card. The provisions of the Electronic Fund Transfers Act and Federal Reserve’s Regulation E apply specifically to consumer accounts established primarily for personal, family or household purposes. Non-consumer accounts are not covered by these provisions.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law.

a. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union or any other participating networks. At the present time, you may use your card to:

- Make deposits to your Primary Savings and Checking accounts at any Credit Union ATMs and ATMs that participate with the Credit Union.
- Withdraw, transfer, and obtain balance information from your savings and checking accounts.
- Access your Line-of-Credit account.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) at participating merchants.

The following limitations on the frequency and amount of ATM transactions may apply:

- For security purposes, there are other limits on the frequency and dollar amount of daily withdrawals. Contact the Credit Union if you have questions.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- Some of these services may not be available at all terminals.
- There is a \$25,000.00 limit on deposits or payments.
- See Paragraph 2, Transfer Limitations, for any additional limitations that may apply.

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

b. ATM Cash Withdrawal Limits and POS Limits (subject to change).

- i. Card Limits.** There are card limits for ATM cash withdrawals and Point-of-Sale (POS) transactions. All limits are subject to change. There are daily (per day) limits on ATM cash withdrawals and Point-of-Sale (POS) transactions, provided there are sufficient funds in your account.

c. Magic*Touch (Audio Response). If we approve the Magic*Touch audio response access service for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your member number to access your accounts. At the present time, you may use the audio response access service to obtain or make:

- Balance Inquiries – on all your savings, checking, loan, and certificate accounts.
- Transaction History – to see if deposits or payments have been posted, checks cleared, or transfers made.
- Transfers – within an account or between two (2) member accounts.
- Line-of-Credit Advances – transfer funds from your line-of-credit into your account.
- Withdrawals – from your checking account in the form of a check made payable to you and mailed to your address.
- Other Inquiries – receive dividend and loan interest information and certificate rates, earnings, and maturity dates on your account.
- Estimated Loan Payment Calculations – you can calculate a loan payment.
- Other Options – request a copy of a cleared check, report your ATM Card as lost/stolen, reorder checks, or change your personal identification number (PIN).

Your accounts can be accessed through our Magic*Touch audio response service via a touch tone telephone by calling (904) 777-6001 or 1-800-235-6289. Magic*Touch service will be available for your convenience twenty-four (24) hours per day, seven (7) days a week. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Paragraph 2, Transfer Limitations, for any additional limitations that may apply.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paychecks or of federal recurring payments, such as Social Security, to your accounts.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your account.
- See Paragraph 2, Transfer Limitations, for any additional limitations that may apply.

- **Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made.

To place a stop payment call:

1-800-445-6289, ext. 9

or write to:

VyStar Credit Union
P.O. Box 45085
Jacksonville, FL 32232-5085

- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

e. VyStar Internet Banking. Refer to VyStar's Electronic Disclosure and Online Services Agreement, which is available at www.vystarcu.org.

f. VyStar Bill Payer. Refer to VyStar's terms and conditions of the Bill Payment Service which is available at www.vystarcu.org.

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

2. TRANSFER LIMITATIONS — For all Savings and Money Market accounts, no more than six (6) preauthorized, automatic, Internet, or telephone transfers and withdrawals may be made from these accounts to another account of yours, to a third party, or by check, draft or access card in any statement cycle. If you exceed these limitations, your account may be subject to closure by the Credit Union. These account limitations do not apply to Health Savings Accounts or VyTeen Pace Accounts.

3. CONDITIONS OF EFT SERVICES —

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

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device

we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

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

d. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint signers, including any authorized users, shall be bound by this Agreement and, jointly and severally, shall be responsible for all EFT transactions to or from any account 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. Joint account owner(s) are authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

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

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

a. Please refer to our separate Fee Schedule for information about charges. They are available at all branches or call us at (904) 777-6000, extension 9, or (800) 445-6289, extension 9.

5. MEMBER LIABILITY — TELL US AT ONCE if you believe your card or any access code 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. If you tell us within two (2) business days, you can lose not more than \$50.00 if someone uses your card without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove that we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.00.

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

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

To report lost or stolen ATM Card, call:

(904) 777-6000, ext. 9

(800) 445-6289, ext. 9

or write to:

VyStar Credit Union

Attention: Automated Services Department

P.O. Box 45085

Jacksonville, FL 32232-5085

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.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM, audio response transactions, preauthorized EFTs, or online/PC transactions will be recorded on your periodic statement.

b. Terminal Receipt. You will have the option to get a receipt at the time you make any transaction (except inquiries) involving your account using one (1) of our ATM or POS terminals.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether the deposit has been made by calling (904) 777-6000, extension 9, or 1-800-445-6289, extension 9, or by accessing your account via Magic* Touch or Internet banking service at www.vystarcu.org.

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

- As necessary to complete, effect, administer or enforce transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders;
- To fill a request you authorized for a third party regarding your relationship with the Credit Union;
- To Federal and State Regulators, and Auditors, to protect members and their assets;
- In accordance with our Privacy Notice Disclosure (refer to the Privacy Notice Disclosure section in this booklet); or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding federal holidays. ATM business dates are Sunday through Saturday.

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

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

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. If required by applicable law, we will mail notice to you as required before the effective date of any change. Use of these services is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

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

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

- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

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

1-904-777-6000, ext. 9
1-800-445-6289, ext. 9

or write to:

VyStar Credit Union
P.O. Box 45085
Jacksonville, Florida 32232-5085

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

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

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

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

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

** 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.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants who you have granted authority to make bill payment transfers that their authority has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our

computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Florida and local clearinghouse rules, as amended from time to time. You agree that any legal action regarding this Agreement shall be brought in Duval County, Florida.

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

Your savings federally insured to at least \$250,000
and backed by the full faith and credit of the United States Government

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National Credit Union Administration, a U.S. Government Agency



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