

# NOTICE OF CHANGE TO TERMS AND CONDITIONS

Effective May 1, 2020

The following changes have been made to sections indicated below to the Suncoast Credit Union Account Agreement and Disclosures:

## **Section: Account Agreement and Disclosure**

*Changes from the most recent version, to the below paragraph, appear in bold.*

Your account types(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreements and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union Bylaws, Credit Union policies, and any amendments made to these documents from time to time that collectively govern your membership, account **and services**. **You also hereby grant permission to the Credit Union to correct any scrivener's error (i.e. transposed numbers, misspelling, etc.). If such a change is made, a copy of the updated application will be sent to you via mail or electronically for your records.**

*This Agreement is amended to add the following.*

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and the other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

*Changes from the most recent version of the Agreement appear in bold.*

**1. MEMBERSHIP ELIGIBILITY** – To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share (\$) (**hereinafter membership share**) **and/or paying a membership fee** as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain report from third parties, including credit reporting agencies, to verify your eligibility for the accounts, **products and services you request and for other account, products, or services we may offer you or for which you may qualify.**

*Amended to replace the existing paragraph with the following.*

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

*Changes from the most recent version of the Agreement appear in bold.*

**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 **amount** on such account **and for any related fees and charges**. 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 use or purpose of any transaction except as required by applicable law. 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.

*Changes from the most recent version of the Agreement appear in bold.*

**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 **except as required by applicable law**.

*Changes from the most recent version, of the Agreement appear in bold. Added sections e., j. and k.*

**10. FUND TRANSFERS** - Fund transfers we permit that are **subject to Article 4A of the Uniform Commercial Code, such as wire transfers**, 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, **except as otherwise provided in the Agreement**. ACH transfers are subject to rules of the National Automated Clearinghouse Association (NACHA). We may execute certain requests for fund transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** You may

**make** or order fund transfers to or from your account. We will debit your account for the amount of a **fund** transfer and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.**

Unless we agree to otherwise in writing, we reserve the right to refuse to execute any **payment order** to transfer funds to or from your account. We are not obligated to execute any **payment order** to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance 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. **In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with fund transfers to or from your account.**

**c. No Notice Required.** We will not provide you with notice **when fund transfers** are 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.

**d. Interest Payments.** If we fail to properly execute a payment order and such action results in delay in payment to you, we will pay you dividends or interest, **whichever applies to your account**, for the period of delay as required by applicable law. **You agree that the dividend** or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. **Unless we have agreed otherwise in writing**, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next fund transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to **temporarily** suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the

recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account **or other** identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any account owner may amend or cancel a payment order **regardless of whether** that person initiated 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 to amend or cancel a payment order that we accept 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.

**i. Security Procedures.** We may require you to follow a security procedure to execute, **amend or cancel** a payment order **so that we may verify the authenticity of the order**, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the **Credit Union is commercially** reasonable. **If you refuse to follow a commercially** reasonable security procedure that we offer, you agree to be **bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.**

**j. Duty to Report Unauthorized or Erroneous Fund Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your account (s) and periodic statement (s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**l. Remittance Transfers.** A **"remittance transfer"** is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction (s) will be governed by 12 C.F.R. part 1005, subpart B- Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

## **14. OVERDRAFTS**

*Changes from the most recent version, to the below paragraph, appear in bold.*

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

*Changes from the most recent version of the Agreement appear in bold.*

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

*Changes from the most recent version of the Agreement appear in bold.*

## **16. STOP PAYMENT ORDERS**

**b. Duration of Order.** If required, oral stop payment orders for checks or drafts may lapse within 14 calendar days unless confirmed in writing within that time. Written or verbally communicated stop payment order is effective for six months and may be renewed for additional six-month periods by **submitting a renewal** request in writing or verbally communicated, **or in a record** if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

*Changes from the most recent version, to the below paragraph, appear in bold.*

## **20. PLEDGE, RIGHT OF OFFSET AND 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. **You agree we have the right to offset funds in any of your accounts against the obligation owed to us. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposit and interest, if any, in accounts you have with us now and in the future.** Except as limited by federal or state law, the statutory lien give us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

*Changes from the most recent version, of the Agreement appear in italics.*

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

## **23. NOTICES**

*Changes from the most recent version of the Agreement appear in bold.*

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

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, **and will be effective whether or not received by you.** Notice to

any account owner is considered notice to all account owners.

*Changes from the most recent version of the Agreement appear in bold.*

**24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. 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 a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN **within a reasonable time** we may close your account and return the balance to you, less any applicable service fees.

## **25. STATEMENTS**

*Changes from the most recent version of the Agreement appear in bold.*

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement **that shows** the 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** statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are **mailed to you or, if you have requested, on the date they are made available to you electronically.** You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement **is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.**

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement within 33 days of the date we sent **or otherwise provided 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 facsimile signature **equipment.**

*This agreement is amended to add the bolded to the first paragraph*

**26. INACTIVE ACCOUNTS** – As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum

balance required to avoid the service fee, if any, are set forth in our Schedule of Fees and Charges. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account 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 then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

*Changes from the most recent version of the Agreement appear in bold.*

## **29. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES**

- You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. **We may restrict account access and services without notice to you when your account is being misused, you have demonstrated conduct which is abusive in nature, as outlined in any policy we have adopted regarding restricting services, or as otherwise permitted by law.**

*Amended to replace the existing paragraph with the following.*

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

*Changes from the most recent version of the Agreement appear in bold.*

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