

**CONSUMER ACCOUNT DISCLOSURES**

**Member Name ~  
Member Account ~  
Number ~**

**Dividend Information**

**Share, EvenUp Savings Account, iEarn! Checking, iEarn!50+ Checking, Money Markets, IRAs, Share Certificates and Holiday Club Accounts:** For accounts earning dividends, other than term share accounts, dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is determined by adding the full balance in the account for each day of the period and dividing that figure by the number of days in the period. Dividends will begin to accrue on the day you deposit items to your account. If you close an account, you will forfeit all dividends not yet credited. Please note additional penalties for early withdrawals from Share Certificates.

**Share Account**

As of ~, ~, for average daily balances of \$5.00 or greater, the prospective dividend rate and the APY for this account is:

Account Balance	Prospective Dividend Rate	Prospective Annual Percentage Yield
\$5.00 - \$2,499.99	~	~
\$2,500.00 - \$9,999.99	~	~
\$10,000.00 - \$24,999.99	~	~
\$25,000.00 - \$49,999.99	~	~
\$50,000.00 and up	~	~

**EvenUp Savings Account**

As of ~, ~, for average daily balances of \$5.00 or greater, the prospective dividend rate and the APY for this account is:

Account Balance	Prospective Dividend Rate	Prospective Annual Percentage Yield
\$5.00 - \$3,000.00	~	~
\$3,000.01 and above	~	~

**Holiday Club Account**

As of ~, ~, the prospective dividend rate for this account is ~% and the APY for this account is ~%.

The dividend period for the Share and Holiday Club accounts is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such period is March 31. All other dividends periods follow this same pattern of dates. The dividend declaration date is the ending date of the dividend period, and for the example above, would be March 31. The dividend rate and APY may change every quarter as determined by the Credit Union's Asset Liability Committee. Dividends will be compounded quarterly and credited quarterly to the account.

**iEarn! Checking Account**

As of ~, ~, for average daily balances of \$0.01 or greater, the dividend rate and the APY for this account was:

Account Balance	Dividend Rate	Annual Percentage Yield
\$0.01 - \$999.99	~	~
\$1,000.00 - \$2,499.99	~	~
\$2,500.00 - \$9,999.99	~	~
\$10,000.00 - \$24,999.99	~	~
\$25,000.00 and up	~	~

**iEarn!50+ Checking Account**

As of ~, ~, for average daily balances of \$0.01 or greater, the dividend rate and the APY for this account was:

Account Balance	Dividend Rate	Annual Percentage Yield
\$0.01 - \$999.99	~	~
\$1,000.00 - \$2,499.99	~	~
\$2,500.00 - \$4,999.99	~	~
\$5,000.00 - \$9,999.99	~	~
\$10,000.00 - \$24,999.99	~	~
\$25,000.00 and up	~	~

**Individual Retirement Account**

As of ~, ~, for average daily balances of \$50.00 or greater, the dividend rate and the APY for this account was:

Account Balance	Dividend Rate	Annual Percentage Yield
\$0.01 - \$9,999.99	~	~
\$10,000.00 - \$24,999.99	~	~
\$25,000.00 - \$49,999.99	~	~
\$50,000.00 - \$99,999.99	~	~
\$100,000.00 - \$249,999.99	~	~
\$250,000.00 - \$499,999.99	~	~
\$500,000.00 and up	~	~

**Money Market Accounts**

As of ~, ~, the dividend rate and the Annual Percentage Yield (APY) for this account was:

Account Balance	Dividend Rate	APY	Dividend Rate with /iEarn!50+! Checking	APY w/iEarn!/iEarn!50+ Checking
\$0.01 - \$9,999.99	~	~	~	~
\$10,000.00 - \$24,999.99	~	~	~	~
\$25,000.00 - \$49,999.99	~	~	~	~
\$50,000.00 - \$99,999.99	~	~	~	~
\$100,000.00 - \$249,999.99	~	~	~	~
\$250,000.00 - \$499,999.99	~	~	~	~
\$500,000.00 and up	~	~	~	~

**Education IRA Account**

As of ~, ~, for average daily balances of \$50.00 or greater, the dividend rate was ~% and the APY for this account was ~%.

The different dividend rates and APYs are applied to the average daily balance in the account that corresponds to the applicable deposit tier.

The dividend period for iEarn! Checking, iEarn!50+ Checking, IRA and money market accounts is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of the dividend period, and for the example above, would be January 31. The dividend rate and APY may change every week as determined by the Credit Union's Asset Liability Committee. Money Market Accounts with an active iEarn! and iEarn!50+ checking account will pay higher dividends than the basic Money Market Account (see Program Disclosures for details). Dividends will be compounded and credited monthly to the account. IRA accounts with less than the minimum average daily balance will not earn dividends.

**Free, MyWay, Opportunity, and SmartStart Checking Accounts:** No dividends are paid on the Free, MyWay, Opportunity or SmartStart checking accounts.

**Share Certificates:** The dividend period for Share Certificates is equal to the maturity of the certificate. For example the beginning date of the first dividend period is the date of issuance, and the ending date of such period is the maturity date. All other dividends periods follow this same pattern of dates. The dividend declaration date is the ending date of the dividend period, and for the example would be the maturity date. The dividend rate and Annual Percentage Yield may change every dividend period as determined by the Credit Union's Asset Liability Committee. Dividends will be compounded monthly and credited monthly to the account. The dividend rate, the APY and the maturity date for the certificate being purchased as shown on the accompanying share certificate receipt is accurate as of the issuance date shown. The annual percentage yield and dividend rate assume that dividends are to be added to the principal and remain in the account until the maturity of the certificate. A withdrawal will reduce earnings. *Please call us at (850) 488-0035 or (800) 533-5772 to obtain current rate information.*

#### Minimum Account Balances

**Share Account:** Including iSave! \$5.00

**Special Savings, Even Up Savings:** Minimum balance required \$ 0.01.

**All accounts listed below require a \$5.00 par value balance in a Regular Share Account in addition to any other account balance requirements.**

**Free, MyWay, Opportunity, and SmartStart Checking:** No minimum balance required to maintain the account; \$25.00 minimum opening deposit.

**iEarn! Checking Account:** \$1,000 to open; \$1000 Average Daily Balance required to get ATM surcharges refunded. No minimum balance required to maintain or earn dividends.

**iEarn!50+ Checking Account:** \$5,000 to open; \$5000 Average Daily Balance required to get ATM surcharges refunded. No minimum balance required to maintain or earn dividends.

**Share Certificate Account:** Minimum balance of \$1,000 for regular share certificates. (Minor account Share Certificates only require a \$250 balance.)

**Money Market Account:** \$2,500 minimum balance required to open and maintain account, have check writing privileges, and earn dividends. If Average Daily Balance falls below \$2500.00 a \$10 monthly fee will be assessed. Must have an active iEarn! or iEarn!50+ checking account to earn higher rates on Money Market account. See Program Disclosures for details.

**Individual Retirement Account:** \$50.00. No dividends will be paid on average daily balance less than the required minimum balance.

**Education IRA Account:** \$50.00. No dividends will be paid on average daily balance less than the required minimum balance.

**Holiday Club Account:** \$5.00

#### Transaction Limitations

Members are prohibited from using their First Commerce account(s) to process restricted transactions.

**Share, EvenUp Savings Account, Money Market and IRAs:** You may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or verbal instruction during any month. If you exceed the transfer limitations set forth above in any month, we may close your account. For IRAs, you should not make contributions for a year that is in excess of the maximum amount a person may contribute to an IRA under federal income tax law. For the Money Market Account with iEarn! Checking, the iEarn!50+ checking account must be active, defined as having 10 or more transactions each month.

**Sammy Squirrel Kid's accounts:** No check cashing for other than those items made payable to the minor is available on this account. Only items payable to the minor are eligible for deposit into the account. Acoins or other prizes are only awarded to minors making deposits in person. Account is for members up to 13 years of age.

**Share Draft (Checking) Accounts:** There is no transaction limit on share draft accounts.

**Share Certificates:** You may not make any deposits to your certificate or any withdrawals or transfers of principal to another Credit Union account of yours or to a third party without our express permission. If you exceed the transfer limitations set forth in any statement period, your account may be closed.

**Early Withdrawals:** If you withdraw any of the funds from the certificate before the maturity date, you will pay an early withdrawal penalty equal to 182 days' dividends on your deposit if the certificate is for 12 months or less and 365 days' dividends on your deposit if the certificate is for more than 12 months.

**Holiday Club Accounts:** No funds may be withdrawn from a Holiday Club Account prior to the declaration of dividends. If you make a withdrawal, you will forfeit all dividends not yet credited, and the Holiday Club account will close. Any balance remaining in the account will be transferred to your Share Account. The existing account balance will be transferred to the share account of your choice each November 1<sup>st</sup>.

**MasterCard debit/ATM:** For security reasons, there are limits on how much you can charge/purchase using your MasterCard debit/ATM card: \$2,000 daily through Point of Sale terminals (POS) using your PIN; \$7,500 daily using the MasterCard debit/ATM as a debit card. The aggregate ATM transaction amount is typically \$750 per business day when the ATM system is online but may be adjusted based on account relationship. When the ATM system is off-line, the aggregate transaction amount is typically \$205 per business day and balances will not be available, but may be adjusted based on account relationship. An overdraft can occur in an off-line situation, and an Overdraft fee will be assessed for each occurrence. We will not honor overdrafts of any type from the ATM when the ATM system is online.

*The following disclosures mainly relate to savings and checking accounts.*

#### Transaction Types

You may have deposits made to your share and share draft accounts. You may also have payments made from your share and share draft accounts. We may honor overdrafts of items from any source, but we are not obligated to do so. **MasterCard Debit/ATM Card** (only available to members with share draft accounts): Your MasterCard debit/ATM card will only access accounts using the account number for which the card was issued. You may use the PRESTO, ACCEL/EXCHANGE and MasterCard Networks, including Cirrus and Maestro, and at ATMs displaying the MasterCard logo for: withdrawals from savings and checking accounts; transferring funds within the same account number; making cash advances from revolving line of credit available balance; making deposits (when deposits are offered at the ATM); account balance inquiries; paying for goods at Point of Sale terminals; paying bills from you checking or share accounts in the amounts and on the days you request; and pay for purchases or withdraw cash at places that have agreed to accept the MasterCard debit/ATM card and/or PIN. The MasterCard debit/ATM card may also be used anywhere that accepts MasterCard.

Use of the MasterCard debit/ATM card authorizes the Credit Union to debit your Free, MyWay, Opportunity, SmartStart, iEarn! or iEarn!50+ checking account. Overdrafts on debit cards will be handled in the same manner described in your summary of account terms and conditions. Merchants and others who honor the card may give credit for returns and adjustments; they will do so by initiating a credit and we will subsequently credit the amount to your checking account. You authorize us to investigate your credit standing by obtaining a report from the credit reporting agencies when opening, renewing or reviewing your account and/or this debit card.

**Foreign Transactions:** Payments, cash advances and purchases made in foreign countries will be debited to your account in U.S. Dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by MasterCard international, Inc., through whose facilities card transactions are handled.

The credit union is not responsible for the refusal of any terminal, merchant, financial institution or party to honor your MasterCard debit/ATM card. You understand and agree that they may not be able to determine your actual account balance and may refuse to honor your card for this reason. You agree the Credit Union is not liable for such refusal or inability to complete the transaction or for their retention of the card.

**Electronic check conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) Pay for purchases, or (ii) Pay bills. When making a purchase with some merchants, you may authorize a blank, partially completed, or fully completed check to be converted to an electronic funds transfer. You may also authorize the merchant to electronically debit your account for a returned check fee. Your authorization for the transaction may be in writing or may be implied if the merchant posts a sign or verbally informs you that the check will be converted to an electronic funds transfer.

### Substitute Checks

#### What is a substitute check?

TO MAKE CHECK PROCESSING FASTER, FEDERAL LAW PERMITS BANKS TO REPLACE ORIGINAL CHECKS WITH 'SUBSTITUTE CHECKS'. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

#### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 850.488.0035. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were unable to make a timely claim because of extraordinary circumstances.

#### Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

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### Funds Availability Policy

Our policy for all transaction accounts is to make funds from your cash deposits, electronic direct deposits, government, cashier's, certified, teller's and most payroll checks (made payable to you) available on the day we receive them, and check deposits available to you on or before the second business day after the day we receive your deposit. The first \$200 of your deposit will be available the next business day. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. For deposits made after we close, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Proprietary ATMs:** These are ATM's owned and operated by First Commerce Credit Union and usually located at First Commerce offices. Deposits made at First Commerce ATM's will be available by the second business day after the day of the deposit. Cash deposits made at First Commerce ATM's will be available immediately if ATM is on-line.

**Non-Proprietary ATMs:** These are ATM's not owned by First Commerce Credit Union. Deposits made at non-proprietary ATM's will be available by the 5<sup>th</sup> business day after the date of deposit.

**We will take into consideration your account relationship with First Commerce Credit Union in deciding whether to waive the standard holds described above.**

#### Longer Delays May Apply

Funds you deposit by check in any of our draft accounts may be delayed for a longer period, under the following circumstances:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons and will tell you when funds will be available. They will generally be available no later than the 7<sup>th</sup> business day after the day of your deposit.

#### Special Rules for New Draft Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from deposits of wire transfers, cashiers, certified, tellers, travelers, and federal, state and local government checks, will be available on the first business day after the day of your deposit if the check is made payable to you. Funds from all other check deposits will be available on the 9<sup>th</sup> business day after the day of your deposit.

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## Other Account Disclosures

### Overdrafts

If at any time, the available funds in your account are not sufficient to cover items: checks, ACH, debit card, our fees or charges, or other electronic transaction or withdrawal of any type but not ATMs, presented for payment on your account, those items will be handled in accordance with our overdraft procedures. Your account will then be subject to a charge for the items whether paid or returned as set forth in our fee schedule. The Credit Union by covering one or any overdraft of your account, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check or draft or other item that would otherwise overdraw your account, you agree to pay the overdraft amount immediately (within 24 hours of notification or less). We reserve the right to pursue collection of unpaid overdrawn items at any time and charge for services rendered to collect by us or third parties. If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from a share account or another deposit account or a loan account, as you have directed. No more than 6 transfers may be permitted in any calendar month from deposit accounts. Once the transfer total for the month exceeds 6, we may handle any overdraft or non-sufficient funds items in accordance with our regular procedures. The fee for these overdraft transfers and excessive transfers, if any, is set forth in our fee schedule. We may, but are not required, to provide you with any notice of recent overdrafts on your account. However, if we do provide such notice in our sole discretion, we will generally provide any such notice via e-mail and will not provide such notice via mail or other paper format. If you wish to receive any such notice of recent overdrafts, you must provide us with your e-mail address and must ensure that you continue to provide us with your current e-mail address at all times. Any overdraft notices are provided (or not provided) at our sole discretion and may be initiated or terminated by us at any time in our sole discretion.'

### Effect of Holds on Your Available Balance, Overdrafts and Fees

Holds on your account, including, but not limited to, holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, holds placed on any deposits to your account, holds placed on any account for delinquent loans or lines of credit, holds based on any pledges of your account and any minimum account balance requirements may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. We can decide whether an overdraft occurs based on your available balance or your actual balance as determined by us in our sole discretion from time to time. However, you should assume that any item which would overdraft your account based on your then-current available balance may create an overdraft. Our use of the available balance as described above will affect our determination of an overdraft or potential overdraft for any purpose, including, but not limited to, rejection of attempted items for insufficient funds, transfers pursuant to any overdraft protection plan and coverage under any overdraft program and any fees or charges related to such overdrafts and transfers.

### Debit Card and ATM Overdraft Consent

If a one-time debit card or ATM transaction is presented without sufficient funds in your account to cover the transaction, we will not pay the transaction unless you authorize us to do so. If you do authorize us, then we will pay the one-time debit card and ATM transaction presented without sufficient funds in your account, which will create an overdraft and you will be charged a fee. If you do not authorize us, we will return all one-time debit card and ATM transactions that are presented without sufficient funds in your account NSF. You may reinstate or revoke your authorization to have us pay one-time debit card and ATM transactions at any time by calling us at (850) 488-0035 or 1-800-533-5772 or writing us at First Commerce Credit Union, P.O. Box 6416, Tallahassee, FL 32314 and informing us of your decision. Your decision to authorize us to pay debit card and ATM transactions does not guarantee that we will always pay your ATM and debit card transactions when there are insufficient funds in your account to cover the transaction. We retain the right to pay or not pay any items at our discretion when there is not enough money in your account to cover the transaction according to our standard overdraft practices.

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

### Account Standards

You must not deposit rental or checks for business purposes into a Free, MyWay, Opportunity, iEarn! or iEarn!50+ checking account in order to maintain this account. If rental or checks for business purposes are deposited into your account, this account will convert to the terms of a Free business account.

### Electronic Funds Transfer

The purpose of this disclosure is to make you aware of your rights and responsibilities when using our Electronic Funds Transfer Services. Under the operating rules of the National Automated Clearing House Association, which are applicable to Automated Clearing House (ACH) transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

### Deposit of ACH Funds

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 or overdraft charge and/or NSF charge on your account. Any collection fees we incur or assess may be charged to your account. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Florida as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account. The rules and procedures set forth in the Return of a Deposit Item paragraph apply here.

### Remote Deposit Capture

Remote Deposit Capture services ("Services") are designed to allow you to make deposits to your checking, savings or other accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to FCCU or FCCU's designated processor. Your use of the Services constitute your acceptance of the Terms and Conditions provided upon your initial use of the Services which are incorporated by reference and included herein. FCCU reserves the right to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. FCCU reserves the right to suspend Services to any member at any time for any reason, or for any violation of the Terms and Conditions.

### Services Offered

If you specifically authorized us to electronically accept deposits or honor withdrawals, we will provide such services. You can arrange to have certain recurring payments automatically deposited into your account. Examples of this service include the direct deposit of Social Security payments, other government payments and the direct deposit of your wages or salary. You can arrange to have certain recurring withdrawals automatically paid from your account. Examples of this are the payment of life insurance premiums and your monthly telephone bill.

### Payment Order of Items

The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items you write or that are received electronically. Debit card transactions (both signature and point of sale) are posted in real time throughout the day as items are presented. Transactions made at ATMs are posted immediately if the system is on-

line. If the ATMs or associated systems are not on-line, transactions are posted as soon as the systems come back on-line. ACH transactions are posted in order received. When processing paper checks drawn on your account, our policy is to pay the items in accordance to sequential order (check number). The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. By paying paper checks in sequential order by check number and electronic transactions in the order that we receive them, we think our policy attains a reasonable balance between minimizing additional cost to you and paying items in the order you intended. We have the option of changing the payment order at any time. The amounts of overdraft and NSF fees that may be charged are disclosed in our fee schedule.

#### **Right to Pay or Return**

If paper check, debit card transaction, ACH transaction website transaction or audio response transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft=OD) or return the item (Non Sufficient Fund = NSF). While we reserve the right to pay or not pay any items presented without sufficient funds in your account, you may request that we not pay such items at any time. If you request for us to not pay or always return any item overdrawing your account, we will return any item presented without sufficient funds (NSF). If you prefer that we not pay such items, you must contact us by calling us at (850) 488-0035 or 1-800-533-5772 or writing us at First Commerce Credit Union, P.O. Box 6416, Tallahassee, FL 32314 and informing us that you do not want us to pay any items presented without sufficient funds. If you do not notify us, or we receive your notification too late to act on it, we retain the right, in our discretion, to pay or not pay any item presented without sufficient funds. The amounts of the overdraft and NSF fees are disclosed in our fee schedule. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds which may result in incurring fees.

#### **MasterCard Debit/ATM Card Usage**

Your MasterCard debit/ATM card and PIN will remain the property of the Credit Union and we may terminate your right at any time. You are responsible for taking all reasonable precautions to keep your PIN separate from your MasterCard debit/ATM card and to prevent unauthorized use. You will not transfer your card to another person, nor will you allow another person to use your card and PIN. If you do so, you will be liable for the other person's use of your MasterCard debit/ATM card and PIN until you have notified the Credit Union that the transactions by that person are no longer authorized. If you no longer wish to use the MasterCard debit/ATM, you will destroy it at once by cutting it in half and returning it to the Credit Union.

#### **How to Notify:**

If you believe your MasterCard debit/ATM card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission using information from your check: Call the Credit Union directly by calling (850) 488-0035 or (800) 533-5772 24-hours a day or write us at First Commerce Credit Union, PO Box 6416, Tallahassee, FL 32314.

Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft tolerance and overdraft line of credit). If the transaction was done using your MasterCard debit/ATM card or PIN without your permission and the transaction was a MasterCard transaction, you will have no liability unless you were grossly negligent in handling your card. If you tell us within 2 business days that you believe your card or PIN has been lost or stolen, you can lose no more than \$50 if someone uses your MasterCard debit/ATM card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your MasterCard debit/ATM card or PIN and we can prove we could have stopped someone from using your MasterCard debit/ATM card or PIN without your permission if you had told us, you could lose as much as \$500. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If you fail to notify us of an unauthorized transfer within 60 days of transmittal of the periodic statement upon which that transfer appears, your liability is limited to:

- a. the lesser of \$50 or actual loss that appears on the statement or occurs during the 60 day period; and,
- b. the amount of unauthorized transfers that occur after the close of 60 days and before notice to us (provided we can prove that the unauthorized transfers could have been prevented had notification occurred within the 60 days).

All transactions made at ATMs are posted immediately if the system is on-line. If the ATMs or associated systems are not on-line, transactions post as soon as the systems come back on-line. (See Funds Availability Policy for availability of deposits made at ATMs)

**Business Days:** For purposes of these disclosures, our business days are Monday through Saturday (if all operations are open). Federal holidays are not included.

#### **Documentation of Transactions**

*Preauthorized credits:* If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call TeliBranch! or sign in to iBranch! to find out whether or not the deposit has been made.

*Periodic Statements:* You will receive quarterly statements for your account if you only have a savings account, monthly if you also have a checking account.

*Terminal Transactions:* You may obtain a receipt at the time you make any transaction to or from your account using an ATM or POS terminal, or if you use the MasterCard debit/ATM card at merchant locations.

#### **ATM Fees**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator (or any network used), and you may be charged a fee for a balance inquiry even if you don't complete a funds transfer. See First Commerce Credit Union Fees and Charges for other associated fees.

#### **Stop Payments & Varying Amounts for Electronic Payments**

If you have told someone else in advance to make regular payments out of your account, you can stop any of these payments. Call or write to us in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and to get it to us within 14 days after you call. We will charge you our normal fee for each stop payment order you give according to our current fee schedule. If these regular payments may vary in amount, the person you are paying should tell you ten 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. If you wish to verify a pre-authorized transfer, call TeliBranch or access your account information through iBranch! There will be no fee for timely advising that you wish to completely discontinue a previously designated automatic payment originated through us.

#### **Stop Payments for Checks and Drafts**

A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. We will not accept a request for stop payment after the item has been presented for payment against available funds. Because computers handle stop-payment orders, to be effective, the order must precisely identify the number, date, amount of the item, and the payee. We will honor the stop-payment request by any person who is a signer on the checking account. Generally, if your stop-payment order is given to us in writing, it is effective for 6 months. Your order will lapse after that time if you do not renew the order in writing before the end of the 6-month period. If the original stop-payment order was verbal, your stop-payment order lapses after 14 calendar days if you do not confirm your order in writing within that time period. You will be assessed a stop-payment fee as shown in the fee schedule. No fee will be assessed if your checks were lost or stolen. We are not obligated to notify you when a stop-payment order expires. If you stop payment on an item and we incur any damages or expenses because of the stop-payment, you agree to indemnify us for those damages or expenses, including attorney's fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order, including pressing charges through the state attorney's office. If you give us incorrect or incomplete information, we will not be responsible for

failing to stop payment on the draft. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us.

#### **Return of a Deposit Item**

A check that is included in a deposit to us in any form, paper or electronic, could be returned to us and not paid. This is called a return of a deposited item, or a non-sufficient funds deposit. We reserve the right to refuse or return any item or funds. We have the right to charge-back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use. We may debit your account into overdraft on a charge-back situation, and not be liable for damages to you as a result of the charge-back. Nothing in this Agreement shall be construed to require us to debit the account into overdraft or to create an arrangement for the extension of credit by means of overdrafts. The credit union at its discretion may return the item again for payment. We will charge a fee to the account as set forth in our fee schedule.

#### **Our Liability**

If you order us to stop one of these payments three or more business days before the transfer is scheduled and we do not do so, we will be liable for your subsequent losses or damages.

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 will be liable for losses or damages. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If your account is frozen because of a court order or some similar reason.
- 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 breakdown when you started the transaction.
- If the ATM malfunctions or ceases to operate during the transaction.
- If the circumstances beyond our control, such as fire, flood, mechanical malfunctions or power failure prevent the transfer in spite of the precautions we have taken.

#### **Multiple-Party Accounts**

Any multiple-party account owner is authorized and deemed to act for the other owner(s) and we may accept orders and instructions regarding the account, requests for future services, and any transactions from any other account owner. Each multiple-party account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment of items drawn on an account, transfer, or pledge to us all or any part of the shares of any account without the consent of the other account owner(s) and we shall have no duty in such even to notify any other account owner(s). We reserve the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple-party account. If we receive written notice of a dispute between account owners or receives inconsistent instruction from them, we may (1) suspend or terminate the account; (2) require an account owner to obtain a court order in order to take any action on a transaction; or (3) require that all account owners agree in writing to any transaction concerning the account.

If any item deposited in a multiple-party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple-party account owners is jointly and severally liable to us for the amount of the returned item, overdraft or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to us, we may enforce its rights against any or all funds in the multiple-party account regardless of who contributed the funds to the account, and/or against funds in other accounts owned by one or more of the parties to the multiple-party account.

#### **Account Information Disclosures**

You agree that we are authorized to verify financial information, data, and employment history by any available means, including obtaining a consumer report by any consumer-reporting agency. We will disclose information to third parties about your account or the transfers you make only where it is necessary for completing transfers; in order to verify the existence and condition of your account for a third party, such as a consumer reporting agency or merchant; in order to comply with government agency or court orders; or if you give us your written permission to do so.

#### **Statements**

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alteration, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to the items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. Please see the following section for errors or questions regarding electronic transfers.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement is first sent or made available to you.

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

#### **In Case of Errors or Questions About Your Electronic Transfers**

Telephone or write us immediately, at the phone number or address shown elsewhere in this disclosure, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or questions in writing within ten business days.

We will tell you the results of our investigation within ten 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 re-credit your account within ten 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 business days, we may not re-credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. Your account is considered a new account for the first 30 days after the first deposit is made, unless you, or each of you in the event of a joint account, had already established an account with us before this account was opened.

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

### **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 to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents and may take a photograph or digital image of you for retention in our records.

### **Change in Terms**

We may change the terms of this Agreement by mailing or delivering to you a written notice of the change before the effective date of any change. However, if the change is made for security purposes we can make a change without giving you prior notice.

### **Right of Offset**

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount for which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

### **Other Agreements**

All transactions involving loan payments are subject to the provisions of your separate loan agreement(s) with us. The Credit Union has the right to cancel or suspend your rights under this Agreement at any time, as well as revoke your MasterCard debit/ATM card at any time. You also have the same right to cancel this Agreement, and you may cancel your MasterCard debit/ATM card by cutting the card(s) in half and returning it to the Credit Union. We may amend this Agreement from time to time by sending you any advance written notice required by law. Any amendments to this Agreement will take effect on the day it is mailed unless advance notice is required by law. Your use of the MasterCard debit/ATM card thereafter will indicate your agreement to the amendments. This Agreement is the contract, which applies to all transactions on your account even though the sales, cash advance, credit or other slips you may sign or receive may contain different terms. If the Credit Union ever suffers a loss, or is required to sue you, or use an outside agency or attorney to collect monies owed to the Credit Union, you agree to pay all costs of collection, including court costs and attorney fees. The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Florida and any applicable Federal Law. If any provision of this Agreement is deemed invalid the rest of the Agreement will remain in force and effect.

Your use of the MasterCard debit/ATM card, your checking account, or any account services acknowledges receipt of a copy of this Agreement and agreement to all of the terms and conditions set forth herein.

### **Waiver of Rights**

The Credit Union can delay enforcing any of its rights against you under this Agreement without losing them.

### **Share Certificate Agreement Terms**

First Commerce Credit Union certifies that the member/owner(s) (or the survivor of them, but not tenants in common) as described on the account application deposited the amount indicated on the receipt at a Credit Union office during normal business hours.

#### **Agreements:**

1. This Share Certificate is NON-TRANSFERABLE and NON-ASSIGNABLE, and the Credit Union expressly retains the right to transact all business with the member/owner(s) and at the address of said member(s) as shown on the records of the Credit Union.
2. This Share Certificate is automatically renewable for a comparable period, if available, and at current rate and conditions in effect at renewal, unless the Credit Union is notified in person or in writing within ten days after maturity.
3. The Credit Union retains the option to pay this share Certificate at any maturity date with interest to the day of payment.
4. If this Share Certificate is redeemed by the member/owner prior to the maturity date, then the interest shall be paid from the date of purchase to the date of redemption, less 182 days' interest for terms of 12 months or less and 365 days' interest for terms over one year, which may constitute a SUBSTANTIAL PENALTY.
5. Dividend Payment Option (dividend paid and posted may be withdrawn by member.): ~ Added to Principal ~ By Check ~ Pay to Account Number ~
6. I must be a member of the Credit Union while this Share Certificate is outstanding; otherwise, the Share Certificate will be closed under the same provisions as an early redemption.
7. This Share Certificate is valid upon attachment of the receipt for funds validated by the Credit Union and which discloses the amount, rate, and term of this Share Certificate.
8. This Share Certificate is subject to other terms, conditions, and requirements the Credit Union may establish from time to time.

### **Automatic Renewals of Certificates**

Each certificate shall be automatically renewed for successive periods, each equal to the original term of the certificate at the current rate then in effect, until it is presented for payment on any maturity date, or until we give written notice of our election to call the certificate for payment on any maturity date by mailing notice of such intention to you at least ten days prior to such maturity date. You may request us to pay a certificate within ten days after any maturity date without penalty. Otherwise, if you request us to pay a certificate before any maturity date, and we consent to such early withdrawal for any reason, other than death or mental incompetence, or exceptions previously listed, you shall forfeit the lesser of the early payment penalty shown above or all dividends earned since the issuance date or the date of any successive renewal period. In the event we either receive or give notice of an intention not to renew the certificate and the certificate is not presented for payment on any maturity date, we may, at our option, either transfer all funds represented by the certificate to any regular share account or other account of yours, or pay all funds represented by the certificate directly to you.

### **Governing Law/Venue/Jurisdiction**

This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida without regard to its choice of law provision. Exclusive venue for any litigation arising under this Agreement shall be in the state and/or federal courts of Leon County, Florida. User agrees to submit to the personal jurisdiction of the state and or federal courts of Leon County, Florida.

**Consent to Contact**

You agree we and/or our third-party providers, including debt collectors may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withhold the consent to be contacted at your wireless telephone number(s) at any time by written notice to us at P.O.Box 6416 Tallahassee FL 32314, by email to [FCCUMemberServices@FirstCommerceCU.org](mailto:FCCUMemberServices@FirstCommerceCU.org), by telephone at 850-488-0035 or toll free 800-533-5772, or by any other reasonable means. You represent and agree, if you have provided a wireless telephone number(s) on or in connection with your accounts, or any of them, you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you provide to us. You agree to indemnify us and our third-party vendors, including debt collectors, and hold us and our third-party vendors, including debt collectors harmless, from and against any and all losses, claims, damages, liabilities, costs of expenses (including attorneys' fees) that arise out of your breach of any of the foregoing representations and agreements.

You agree further, in order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any voice or text messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.



# FACTS

## WHAT DOES FIRST COMMERCE CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Payment History
- Transaction History and Checking Account History
- Employment History and Account Balances

### How?

All financial companies need to share member's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons First Commerce Credit Union chooses to share; and whether you can limit this sharing.

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

### To limit our sharing

- Call 850-488-0035 or 1-800-533-5772—our menu will prompt you through your choice(s) to reach TeliBranch!LIVE or
- Visit us online: [www.FirstCommerceCU.org](http://www.FirstCommerceCU.org) to send a secure message via iBranch!
- Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

### Questions?

Call **850-488-0035** or **1-800-533-5772** or go to any branch location.

## Who we are

### Who is providing this notice?

First Commerce Credit Union (FCCU)

## What we do

### How does FCCU protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

### How does FCCU collect my personal information?

We collect your personal information, for example, when you

- open an account or use your credit or debit card
- pay your bills or apply for a loan
- make deposits or withdrawals from your account

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Six Pillars Financial Advisors, LLC*
- *First Commerce Insurance Agency*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include direct mail marketing companies.*

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include insurance, mortgage companies, debt collectors, security broker dealers*

## Other important information

## First Commerce Credit Union Fees and Charges

Account Closing	\$10.00 (1)
Account Inquiries by Phone	\$ 2.00 each (2)
Financial Transactions by Phone	\$ 2.00 each (2)
Inactive Account	\$ 2.00 monthly (3)
Stop Payments when funds are available to cover item	\$10.00 each
Stop Payments if funds not available to cover item	\$35.00 each
Stop Payment on lost or stolen checks	No Charge
Stop Payments for iBranch! BILLPAY item	\$10.00 each
Overdrafts (OD)/Courtesy Pay	\$32.00 each
Overdraft transfer from Share Account	\$5.00 each
Non Sufficient Funds (NSF) Check, Debit Card, ATM or ACH	\$35.00 each
Return of a deposited item or loan payment from member or member's relative	\$35.00 each
Return of a deposited item from anyone else	\$ 5.00 each
Returned mail due to bad address	\$ 5.00 each
Debit Card	No Charge
Debit Card Replacement	\$10.00 each
Foreign ATM Withdrawal	4 free; then \$2.00each (6)
Foreign ATM Inquiry Fee	\$ 2.00 each
Rejected Checks not produced by our Vendor	\$ 2.00 each
iBranch! Internet Banking Access	FREE
iBranch! BILLPAY	FREE
iBranch! Account to Account Transfers	\$2.00 each
iBranch! POP Money Transfers	\$0.75 each
Check copies paid within the last 18 months	\$ 2.00 each, Free on iBranch!
Check copies paid prior to the last 18 months	\$ 5.00 each
Statement Copies	\$10.00 each, Free on iBranch! e-statements
Paper Statement Fee	\$2.00/month if not on e-statements (7)
e-notice fee	\$2.00/month/subscription(8)
Garnishment/Levy Handling Fee	\$100.00 each
Research/Reconciliation/Audit Account Fee	\$20.00 per hour with 1 hour minimum
Escheat Handling Fee for abandoned accounts	\$75
Wire Transfers	
Incoming	\$5.00
Domestic Outgoing	\$15.00 each
Foreign Outgoing	\$35.00 each
Domestic Western Union	\$20.00
Foreign Western Union	\$35.00
Foreign Item placed for Collection	\$15.00
Money Orders	\$5 each
Cashier's Check	\$7 each (9)
Temporary Checks	\$4.00/page
Gift and Prepaid Cards (Purchase fee)	\$4.95
Sep IRA withdrawal	\$25.00
Check Cashing Up to \$1,000	\$3 each (4)
Check Cashing \$1,001 up to \$2,500	\$5 each (4)
Check Cashing \$ greater than \$2,500	\$10 each (4)
Limited Service Fee	\$ 5.00 monthly (5)
Electronic Payment Fee via ACH/Credit or Debit card	\$12.50/\$10.00 (10)
Money Market Minimum Balance fee if ADB is less than \$2500.00	\$10.00/month
Opportunity Checking Service Charge	\$9.99/month

- (1) Applies to accounts closed w/in 6 months of opening (2) No charge if made using Telibranch (3) Applicable to accts with a balance < \$25.00, with no account activity in any account within the last 6 months (4) fee waived to an active checking defined as 10+ transactions during prior month (5) Fee will apply to main share accounts with an average monthly balance of < \$2,000.00 and no other account relationships within the last 12 months. Fee waived for members under 18. (6) waived for iEarn!, iEarn!50+ and MyWay checking holders. (7) Waived for members over age 55, iEarn!, iEarn!50+ and Money Market account holders, Sammy Squirrel account holders and those members with an aggregate deposit balance per account of \$30,000 or greater. (8) e-notices are free for those members born prior to 1950. (9) iEarn!, iEarn!50+, business checking accounts and 6 Pillars FA clients get 2 free cashier checks free a year. (10) \$10.00 if you make the payment yourself online; \$12.50 if you instruct a FCCU team member to make the payment.

## Program Guidelines

### iEarn! and iEarn!50+ Checking Accounts

- Members will receive free standard checks through the Credit Union's check vendor. Members may choose a different style of checks and pay the difference.
- iEarn! and iEarn!50+ members will have unlimited use of any ATM, free of charge by First Commerce Credit Union. Surcharges assessed by other US-based ATM operators will be refunded to the account. First Commerce Credit Union participates in a network of surcharge free ATMs – please contact a FCCU team member for a current list, or visit our website at [www.firstcommercecu.org](http://www.firstcommercecu.org). iEarn! and iEarn!50+ members must maintain an Average Daily Balance of \$1000 during the prior month to receive ATM surcharge refunds.
- iEarn! and iEarn!50+ members must generate 10 or more debit card or check based transactions in their iEarn! or iEarn!50+ checking account monthly in order to earn the higher tier of rates on their Money Market account.
- Any balance in excess of \$25,000 in the iEarn! or iEarn!50+ checking accounts will automatically be swept into the First Commerce Credit Union Money Market Account, if open, on a nightly basis. If this sweep is not performed, and the AVERAGE available balance in the iEarn! or iEarn!50+ account exceeds \$25,000 for any given month, the entire balance will earn the lowest rate tier.

## Program Guidelines continued

### iEarn!50+ Checking Account additional features

In addition to the features listed above, the following will apply to the iEarn!50+:

1. Purchase fee will be waived on up to 10 FCCU Prepaid/Gift cards each year.
2. One Courtesy Pay fee will be refunded annually.
3. 25% rebate on FCCU's iDT911 Identify Theft product when paid for with a FCCU Debit or Credit card.
4. \$400 off of FCCU 1<sup>st</sup> mortgage closing costs (cannot be combined with other discount offers)
5. Foreign Transaction fees waived on FCCU credit card transactions
6. **Please Note: iEarn!50+ accounts which fail to maintain a monthly Average Daily Balance of \$5,000 for 3 consecutive months will be converted to an iEarn! account.**

### MyWay Checking Account

1. Members age 18-29 are eligible to select the MyWay checking account.
2. Members will receive a free standard 50-pack of checks through the Credit Union's check vendor.
3. MyWay members will have unlimited use of any FCCU ATM, and can use 2 non-FCCU ATMs/month free of charge by First Commerce Credit Union. Up to 2 surcharges assessed by other US-based ATM operators will be refunded to the account. First Commerce Credit Union participates in a network of surcharge free ATMs – please contact a FCCU team member for a current list, or visit our website at [www.firstcommercecu.org](http://www.firstcommercecu.org).
4. MyWay account holders will receive a free subscription to Brass Magazine
5. MyWay account holders will receive 1 NSF refund per year with the completion of a Balance course.
6. MyWay account holders will be eligible to compete for MyWay Scholarships.
7. MyWay account holders will be eligible to request 10,000 points after completing 1 year of on-time payments on their first auto loan ever if FCCU provides the financing.

### Opportunity Checking Account

1. Requires direct deposit, if available, through employer.
2. Members maintaining their checking account in good standing for 12 consecutive months are eligible for any standard checking for which they are eligible.
3. FREE eStatements, required.
4. FREE iAlerts! – Low balance alert required; Member is encouraged to set up additional alerts that will assist them with managing their account.

### SmartStart Teen Checking Account

1. Members age 13-17 are eligible to select the SmartStart Teen checking account
2. Requires successful completion of the online checking account management course.
3. Members will receive a free standard 50-pack of checks through the Credit Union's check vendor.

### iLiveFIT! Financial FITNESS Program

1. FIT stands for Financially Independent Today, and that's what First Commerce is all about – improving the financial situations of our members.
2. iLiveFIT! Members who are assessed annually will receive certain benefits. Benefits, discounts, bonuses, and prizes are based on the FITNESS level member assesses for and are subject to change without notice.
3. iLiveFIT! Members are assessed based on criteria designed by First Commerce Credit Union, and that criterion is subject to change at any time. Members will be placed in one of five FITNESS categories - In Training; Bronze; Silver; Gold; and Platinum.
4. iLiveFIT! Members who assess at Gold or lower FITNESS levels may enroll in a FITNESS program, where member will be coached on various aspects of their financial life. Credit Union will commit to improvement in FITNESS level if member commits to recommendations provided by their coach.
5. Any aspect of this program is subject to change at any time.

### EvenUp Savings Program

EvenUp is an optional feature for our Free and MyWay checking account holders. Here's how it works:

Example: Transaction	Transaction Amount	Record in Checkbook register	EvenUp Amount
McDonalds	\$2.76	\$3.00	\$0.24
Publix	\$78.28	\$79.00	\$0.72

1. When you enroll in our EvenUp Savings program, we even up the amount of any debit card purchases made by you or any debit cardholder of your Free checking account throughout the day to the next whole dollar amount, and transfer that amount from your Checking Account to the designated savings.
2. We aggregate the even up from purchases that post to your Free checking account each business day and make a single transfer at the end of the business day. If on a business day you do not have sufficient available funds in your Free checking account, we do not EvenUp purchases posted on that business day and we cancel the EvenUp transfer for that day.
3. If your debit card purchase is subsequently cancelled or reversed, the corresponding EvenUp transfer will remain in the EvenUp savings account. We may cancel the EvenUp transfer at any time. EvenUp is available only on debit cards linked to your First Commerce Credit Union Free checking account.
4. Only EvenUp transfer deposits are the only deposits permitted into the EvenUp Savings account by Free account holders. MyWay checking account holders are permitted to make additional deposits.
5. Withdrawals may be made against the EvenUp Savings account at any time, and may also be used as an overdraft transfer source for your checking account.
6. The EvenUp Savings account will be set up with the same joint account owners and beneficiaries as the checking account it is tied to.

## iBranch, iAlerts, iMobile

In the event you choose to use iBRANCH, iAlerts, or ibranchMOBILE, you agree to all terms and conditions of the iBRANCH, iAlerts, or ibranchMOBILE services and this agreement constitutes your Express Prior Consent. The terms and conditions of the iBRANCH, iAlerts, and ibranchMOBILE can be viewed at the following links:

<https://ialerts.firstcommercecu.org/>

## iAlerts

1. Electronic alerts ("iAlerts") are messages that we send to you with information about your First Commerce Credit Union ("FCCU") accounts. These alerts are delivered automatically to your e-mail address, your cell phone or both if you choose as certain conditions or transactions that you select occur with your account.
2. Instructing us to set up iAlerts confirms your agreement to the following terms and conditions of the iAlerts service. You must concur with the agreement before any alerts may be used on your account.
3. Initiating iAlerts notifications from our System is an optional service for your informational purposes only. You may also set up and or modify the alerts yourself on your account based on the parameters you select.
4. We reserve the right to de-activate any Access ID at any time. If your Access ID has been closed, you will be required to go through the registration process again.
5. You acknowledge that alerts sent through this system may contain balance and other monetary information. No encryption or encoding is used when sending messages. Although we will not disclose your full account number, you may consider the e-mail content or the text to be of a sensitive nature.
6. Standard text message rates will apply.

### FCCU will never disclose or ask you to disclose your account number or PIN via e-mail or text. Credit Union iAlerts Responsibilities:

- iAlerts are member generated/requested.
- FCCU will be able to complete iAlerts submitted by members if properly entered and transmitted. First Commerce Credit Union will not be liable for failed iAlerts.
- FCCU will not be liable or responsible for failed iAlerts if your computer, phone, software, or online services at your terminal are not working properly.
- FCCU is not liable or responsible for undelivered iAlerts if our computers, software, or online services at our location are not working properly.
- FCCU is not liable or responsible for any internet, text, cellular phone, or other phone charges incurred by member in connection with iAlerts.

The internet (including unencrypted email) is a non-secure network. We will not send confidential member information through this channel and discourage you from doing so. Information disclosed in alert messages is for informational purposes only.

## ADDITIONAL ACCOUNT DISCLOSURES FOR OUR 2018 13 MONTH CD SPECIAL

**Dividend Information:** Please refer to Dividend Information for CDs on pages one and two of the Account Disclosures.

**Minimum Account Balance:** This CD requires a minimum balance of \$1,000.00.

**Maximum Opening Account Balance:** This CD has a maximum opening deposit of \$1,000,000.00.

**Transaction Limitations:** Please refer to Transaction Limitations for CDs on page two of the Account Disclosures.

**Early Withdrawals:** No Early Withdrawal Penalty. Please notify us within 10 days after the maturity date if you do not want your CD to automatically renew. After that time, your CD will have renewed as a 12-month CD and will be subject to a substantial penalty for early withdrawal as described on page two of the Account Disclosures.

**Automatic Renewal of Certificates:** The 13-month CD will renew as a 12-month CD and be subject to standard terms and conditions

## ADDITIONAL ACCOUNT DISCLOSURES FOR OUR 2018 24 MONTH CD SPECIAL

**Dividend Information:** Please refer to Dividend Information for CDs on pages one and two of the Account Disclosures.

**Minimum Account Balance:** This CD requires a minimum balance of \$1,000.00.

**Transaction Limitations:** Please refer to Transaction Limitations for CDs on page two of the Account Disclosures. Additional funds may be deposited once during the original, after the CD has been established for at least 90 days. Additional funds deposited may not exceed the original opening balance of the CD. A maximum of three Triple Option CDs per member may be opened during promotional period starting October 28, 2018.

**Early Withdrawals:** One early withdrawal may be made during the original term in an amount up to 50% of the principal balance after the CD has been established for at least 90 days with no early withdrawal penalty. Any other withdrawals of principal will be subject to a substantial penalty for early withdrawal as described on page two of the Account Disclosures. Please notify us within 10 days after the maturity date if you do not want your CD to automatically renew. After that time, your CD will have renewed as a 24-month CD and will be subject to a substantial penalty for early withdrawal as described on page two of the Account Disclosures.

**Automatic Renewal of Certificates:** Maturing two year CDs will not automatically renew as Triple Option CDs unless requested by the member.

**Dividend Rate/APY:** The dividend rate and the corresponding APY may be increased once during the original term, after the CD has been established for at least 90 days to the then-current rate/APY being paid on FCCU CDs based on the term closest to the remaining term on this CD. See chart below:

Remaining time until maturity of CD	CD term used to set new rate/APY for remaining term
Less than 4.5 months remaining	91-day CD rate/APY
4.5 months – 9 months remaining	182-day CD rate/APY
9 months – 18 months remaining	12-month CD rate/APY
18 months – 21 months remaining	2-year CD rate/APY

## **ADDITIONAL ACCOUNT DISCLOSURES FOR OUR 2018 15 MONTH CD SPECIAL**

**Dividend Information:** Please refer to Dividend Information for CDs on pages one and two of the Account Disclosures.

**Minimum Account Balance:** This CD requires a minimum balance of \$1,000.00.

**Maximum Opening Account Balance:** This CD has a maximum opening deposit of \$1,000,000.00.

**Transaction Limitations:** Please refer to Transaction Limitations for CDs on page two of the Account Disclosures.

**Early Withdrawals:** Please notify us within 10 days after the maturity date if you do not want your CD to automatically renew. After that time, your CD will have renewed as a 12-month CD and will be subject to a substantial penalty for early withdrawal as described on page two of the Account Disclosures.

**Automatic Renewal of Certificates:** The 15-month CD will renew as a 12-month CD and be subject to standard terms and conditions