

DISCLOSURE FOR ELECTRONIC FUND TRANSFERS (EFT) AND WIRE TRANSFER NOTIFICATION

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

When a secret Personal Identification Number (PIN) is also provided to a member in relation to an ATM card or VISA® Check Cards, the PIN can be used in any one of a number of Automated Teller Machines (ATMs) to make "electronic fund transfers. Transfers can be made to, from or between one or more accounts in the Credit Union. Simply follow the instructions at the machine. You may use your Card in any authorized Automated Teller Machines of the Credit Union and such other machines or facilities as the Credit Union may designate and participate with for you to use your ATM or VISA® Check Cards. Electronic fund transfers can also be made through our Touch Tone Teller and/or our Keys FCU online System once you have been issued secret PINs for those purposes.

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

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

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

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

The Following Sections Relate To All "Electronic Fund Transfers" Affecting Your Account(S) Whether Made By Use Of An ATM Card Or Otherwise

1. **Accounts Affected:** Each of your accounts at the Credit Union can be subject to some kind of "electronic fund transfer" service, with the exception of IRA's and Certificate accounts. The affected accounts are sometimes referred to in this disclosure as "asset account(s)," "designated accounts" or simply as your "account(s)".

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

2. **Account Agreements:** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.
3. **Minimum Balance:** You must always maintain any minimum balance requirements to be entitled to make, by use of ATM or VISA® Check Cards, Touch Tone Teller service or Keys FCU online system, "electronic fund transfers" affecting your account(s).
4. **"Electronic Fund Transfer" Services:** At the present time, you can authorize the following types of "electronic fund transfers" to or from your asset account(s) at the Credit Union.

A. ATM or VISA® Check Cards: At the present time, you may use your ATM or VISA® Check Cards to:

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

Limitations on frequency of ATM or VISA® Check Cards transfers:

The following limitations on the frequency of ATM or VISA® Check Cards Transactions apply:

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

Limitations on dollar amounts of ATM or VISA® Check Cards transfers:

The following limitations on the amount of ATM or VISA® Check Cards Transactions apply:

- You may not withdraw an aggregate amount of \$1,500.00 per business day with an ATM or VISA® Check Cards.
- You may buy an aggregate amount of \$1,500.00 per business day you use the ATM or VISA® Check Cards in our point-of-sale transfer service, provided you have sufficient available funds in your account.

Additional Limitations:

- Purchase amounts are limited to \$500 per day or the amount available in your account.
- You may transfer up to the available balance in your account at the time of the transfer.

- B. Touch Tone Teller/Keys FCU online :** Your account(s) may be accessed through our Touch Tone Teller and Keys FCU online and a PIN Number issued to you by us for the following services:

- Transfer funds from checking to savings.
- Transfer funds from your savings to checking accounts.
- Transfer funds from your savings to savings accounts.
- Make loan payments with us from your savings and checking account.
- Withdraw by check from your savings or checking accounts.
- Keys FCU online only: Transfer funds to and from your savings and/or checking accounts, once authorized, between Keys Federal Credit Union and another financial institution.

Get Information About:

- The account balance of checking and savings account(s).
- Deposits to checking and savings account(s).
- Withdrawal from checking and savings account(s).
- Inquire about recent payroll transactions, draft clearings, deposits, and ATM transactions
- Obtain totals for current and yearly dividend payments on savings, as well as yearly loan interest payments.
- Obtain a loan payoff amount.

There are no limitations on the frequency of Touch Tone Teller or Keys FCU online transactions.

Direct deposits to your accounts from a third party or payments to a third party from your account may be made automatically if you contracted with the third party for that service.

Keys FCU online is available 24 hours per day; however, this service may be interrupted for a short time each day for data processing. Keys FCU online will refuse to complete any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account balance below a required amount, or otherwise require us to increase our reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. There may also be limits on the duration of each access.

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

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

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

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

C. ATM, Touch Tone Teller and Keys FCU online Transfer:

For all savings accounts, during any calendar month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, VISA® Check Cards transfer, online computer transfer, telephonic order or instruction, fax, or similar order to a third party. If you exceed the transfer limitations herein, your account may be assessed additional fees.

D. ATM or VISA® Check Cards, Touch Tone Teller and Keys FCU online Transfer:

For all savings accounts, during any calendar month you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, VISA® Check Cards transfer, online computer transfer, telephonic order or instruction, fax, or similar order to a third party. If you exceed the transfer limitations herein, your account may be assessed additional fees.

POINT OF SALE Transactions:

Your ATM or VISA® Check Cards may be used to purchase goods or services from merchants who have arranged to accept an ATM or VISA® Check Cards as a means of payment. If you have a VISA® Check Cards, it may be used to purchase goods and services from Debit Card merchants. These merchants are collectively referred to as "Participating Merchants" and will display a logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your checking account to be debited for the amount of the purchase. A point of sale transaction may result in a transaction in your savings account, overdraft protection and overdraft loans accounts when performed with your Card.

CHECK CONVERSION Transactions:

An Electronic Conversion Transaction is a transfer through an automated clearing house when you provide a check to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign.

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.
- (ii) Pay bills.

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

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

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

There will be no charge by Keys Federal Credit Union for transactions made by our members on any ATM owned by Keys Federal Credit Union. There is no charge for using the Touch Tone Teller/Keys FCU online or for direct deposits of periodic payments from persons other than Keys Federal or for pre-authorized deductions from your account to a third party other than Keys Federal. Should you use your ATM card at another location other than a Keys Federal-owned terminal, you will be charged our current fee for that transaction.

All Electronic Fund Transfer fees that we may apply to your account(s) are disclosed in the Fee Schedule.

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

8. **Documentation of Electronic Fund Transfers:**

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

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

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

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

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

9. **Stop Payments & Preauthorized Payments:**

Right to stop payment and procedure for doing so. If you want to stop a payment or you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: **call us at (305) 294-6622 or (800) 805-7535 or write to Electronic Funds Transfer Department, Keys Federal Credit Union, P.O. Box 1898, Key West, FL 33041-1898**

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

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

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

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

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

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

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

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

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

10. **Advisory Against Illegal Use:** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
11. **Unlawful Internet Gambling Notice:** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.
12. **Confidentiality:** We will disclose information to third parties about your account or the transfers you make:
 - Where it is necessary for completing transfers, or
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
 - In order to comply with government agency or court orders, or
 - If you give us your written permission.
13. **Errors or Questions:** In Case of Error or Questions About your "Electronic Fund Transfers" as described in Section 4: **call (305)294-6622 or (800) 805-7535 or (800) 805-7535 or write to Electronic Funds Transfer Department, Keys Federal Credit Union, P.O. Box 1898, Key West, FL 33041-1898** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
 - a. Tell us your name and account number (if any).
 - b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - c. Tell us the dollar amount of the suspected error.

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

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

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

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

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

14. **Additional Limit on Liability for Cash and Check Card:** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Check Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number (PIN) which are not processed by VISA®.
15. **Our Liability for Failure to Make "Electronic Fund Transfers":** If we do not complete an "electronic fund transfer" as described in Section 4, or from your accounts on time or in the correct amount according to our agreements with you, we may be liable to you up to an amount not exceeding the amount of the electronic transfer. However, there are some exceptions. We will not be liable, for instance:
 - If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer.
 - If funds in your account are subject to garnishment or other legal process.
 - If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
 - If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit.
 - If the automated teller machine where you made the transfer did not have cash.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
 - If the terminal system was not working properly and you knew about the breakdown when you started the transfer.
 - There may be other exceptions stated in our agreement with you.

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

16. **Business Days:** Our "business days" are Monday through Friday, excluding holidays listed below.

We are not open for business on New Years Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, or New Year's Eve. We reserve the right to change our "business days" and hours.
17. **Choice of Law Disclosure:** Keys Federal Credit Union may accept on your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Florida as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.
18. **Amendments/Termination:** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. You may also terminate this agreement at any time, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, ATM, VISA® Check Cards, PINs and Codes, which remain the property of the Credit Union.
19. **The effective date of this disclosure (agreement) is December 1, 2010.**
20. **Location of Machines:** The number and location of Automated Teller Machines is subject to change at any time.
21. **Card Ownership:** All ATM or VISA® Check Cards, Access Codes and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your ATM for a transaction that would cause your account balance to go below zero. You also agree not to make Touch Tone Teller transaction or Keys FCU online transaction that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request.
22. **Secrecy of PIN:** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM or VISA® Check Cards or on any item you keep with your cards. If you do not keep your PIN separate from your ATM or VISA® Check Cards, your privileges may be revoked at our option. This Credit Union and its employees will never ask you for your PIN.
23. **Honoring the Card:** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
24. **Dollar Limitations on "Electronic Fund Transfers":** There are no limitations on the number or dollar amount of deposits or payment transactions you may make at any ATM during its 24-hour operating cycle. However, to protect against possible losses, your card will not allow you to withdraw more than the amount authorized for you during any daily cycle (even if two ATM Cards have been issued for a single account). For example, when a husband and wife each have a card for their joint account. If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations
25. **ATM or VISA® Check Cards Transaction Limitation:** The single day transaction limitation for your ATM or VISA® Check Cards is limited to a maximum withdrawal of \$500.00 or, for a point of sale transaction, an amount not exceeding the then available balance in your account.
26. **Responsibility for Overdraft:** If you obtain cash from an ATM which creates a shortage in your account, or if you overdraw an account through use of the Touch Tone Teller, Keys FCU online or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your check account per occurrence. If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer according to your overdraft line of credit, then such overdraft will be paid to us as provided in the first sentence of this paragraph.
27. **Crediting of Deposits and Payments:** Deposits or payments made in an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments to accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.
28. **Advisory Against Illegal Use:** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
29. **Governing Law:** This Agreement and Disclosure is governed by the Bylaws of Keys Federal Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Florida.

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

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

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

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

32. **Consumer Liability:**

- a. **Consumer Liability.** Tell us AT ONCE if you believe your ATM or VISA® Check Cards and/or PIN(s) or your Touch Tone Teller or Keys FCU online service PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your ATM or VISA® Check Cards, or your PIN(s) and/or your Touch Tone Teller or Keys FCU online access service PIN/Code, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), and we can prove we could have stopped someone from using your card(s) and/or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- b. **Contact in event of unauthorized transfer.** If you believe your ATM or VISA® Check Cards or PIN(s) have been lost or stolen, or your Touch Tone Teller or Keys FCU online PIN/Code has been compromised, call (305)294-6622 or (800) 805-7535 or write to Electronic Funds Transfer Department, Keys Federal Credit Union, P.O. Box 1898, Key West, FL 33041-1898 You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
- c. **Authorization.** If you furnish another person with your ATM or VISA® Check Cards and PIN, any operable Code, Touch Tone Teller or Keys FCU online PIN/Code, or check book, you will be responsible for all "electronic fund" transfers that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.

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

WIRE TRANSFER NOTIFICATION

(Uniform Commercial Code Article 4A)

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

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

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

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

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

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

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

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