

TERMS AND AGREEMENTS

MEMBERSHIP AGREEMENT

Important Information about Procedures for Opening a New Account –

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents.

I hereby make application for membership in the Financial Federal Credit Union (the Credit Union) and subscribe for at least one share, or board approved minimum, and agree to the bylaws or any amendments thereof including its schedule of service charges, some of which includes a \$20.00 charge for early withdrawals from a Vacation Club or a Holiday Club, a \$25.00 charge to close a Savings Account if opened less than one year, a \$25.00 per month fee on dormant accounts of less than \$150.00 and no activity for 6 months, a \$25.00 fee if I make a deposit or a loan payment which fails to clear and is returned unsatisfied, a \$15.00 per hour fee for account research or reconciliation (1 hour minimum) and currently a \$2.00 fee for each ATM transaction in excess of 5 per month (Subject to change). Checks, preauthorized withdrawals (ACH items), or VISA Check Card transactions presented against insufficient or uncollected funds will incur a service charge of \$33.50 each. Stop payment requests are \$20.00 per item or \$30.00 for a block of consecutively numbered checks. There is a monthly charge (currently \$5.00) for Savings Accounts which fall below a minimum balance of \$50.00 (This fee is waived during the first six months after an account is opened. This fee also does not apply if you have an open loan, Certificate, IRA, Money Management Savings or Money Management Checking Account, or if the minimum aggregate balance in all your accounts is \$1,000.00). Refer to our schedule of service charges (which may be amended at anytime) for complete fee information. I authorize the Credit Union to verify my employment status including salary and to obtain credit reports in connection with the granting of credit union membership and services. I also authorize the Credit Union to adjust my payroll deduction per my verbal or written instructions or for such items as a loan or credit card payment, overdraft, or deposit reversal. Dividends cannot be paid in excess of available earnings. Under penalties of perjury, I certify (1) that the number shown on the Application is my correct taxpayer identification number and (2) that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and I am a U.S. person (which includes U.S. resident aliens).

DISCLOSURE OF ACCOUNT INFORMATION

Under the following circumstances, we may disclose information about your account or transactions to third parties:

- When it is necessary to complete your transaction.
- To verify the existence and standing of your account with us at the request of a third party, such as a credit bureau or merchant.
- To comply with court orders or government or administrative agency summonses, subpoenas, orders, examination and escheat reports.
- In accordance with your written permission.
- On receipt of certification from a Federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.
- On closed accounts, if we reasonably believe you have mishandled it or if you owe fees or other funds to us.

ACCESS 24 ATM AGREEMENT

I/(We) apply for a Financial Federal Credit Union Access 24 Card, hereafter referred to as "the Card" and agree to the following provisions:

- The Card is property of Financial Federal Credit Union, hereafter referred to as "the Credit Union" which may, without liability or advance notice, revoke or limit any or all Card use described in this Agreement. Upon demand, I/(We) will surrender the Card(s) to the Credit Union promptly.
- I (We) will not use the Card to overdraw my Credit Union Depository Account(s). However, if I (We) do overdraw, I (We) authorize the Credit Union to cover the overdraft by withdrawing funds from other Depository Accounts on which I'm (We're) an owner. If no funds are available, I (We) will repay upon demand any overdraft in addition to reasonable attorney fees and Credit Union charges incurred.
- I (We) will hold in strict confidence my personal identification number (PIN). I (We) will notify the Credit Union immediately of loss or theft of the Card and/or my personal identification number (PIN), or upon my (our) knowledge of any unauthorized activity in my (our) Accounts.

- Delivering the Card and/or PIN to another person constitutes authorization of that person to use the Card for which I (we) shall be liable.
- I (We) can be held liable for the unauthorized use of the Card, if I (We) am grossly negligent, fail to notify the Credit Union of disputes in a timely manner, or am fraudulent in handling the account. I (We) will not be liable for unauthorized transactions which occur after the Credit Union has been notified of loss/theft, or possible unauthorized use of the Card.
- Receipts issued by the ATM are binding on the Credit Union only after verification by the Credit Union.
- The Credit Union will not be liable for failure to honor the Card due to improper use or retrieval of the Card by the ATM.
- I (We) agree to pay the ATM Service Charges and Fees (which may be amended at anytime) in accordance with the rate schedules adopted by the Credit Union, including but not limited to a fee for the issuance of each ATM Card, reinstatement of the account, replacement of the Card or personal identification number (PIN) and a per transaction charge. These fees may be charged to any of my (our) Credit Union Depository Account(s) and are in addition to any surcharge assessed to me by the owner of an ATM.
- I (We) authorize the Credit Union to gather whatever credit information is considered necessary and appropriate. The Credit Union will retain this agreement and application.
- This will replace any previously signed Access 24 ATM Agreement.
- Amendments to this agreement may be provided to me, in accordance with applicable laws, without restatement of the terms above.

CHECKING ACCOUNT AGREEMENT

I/We authorize Financial Federal Credit Union (the Credit Union) to establish a special depository account for me/us to be known as a "Checking Account". The Credit Union is authorized to pay checks (or pre-authorized debits) signed by me (or by either of us, if this agreement is signed by more than one person) and to charge the payments against the checking account.

It is agreed that: (a) only checks and other methods approved by the Credit Union may be used to withdraw funds from the checking account. (b) the Credit Union is under no obligation to pay a check or pre-authorized debit which exceeds the balance in the checking account. The Credit Union may, however, at its discretion, pay such a check or debit and charge the amount of the resulting overdraft plus a service charge (if applicable) against any other depository account against which any of the account holder(s) is entitled to make withdrawals. The Credit Union is under no obligation to pay a check on which the date is more than six months old. (c) In the event any of the account holder(s) writes a check or a deposit reversal occurs which would result in this checking account being overdrawn, and if at that time any of the account holder(s) are eligible to receive advances from this Credit Union under the loan account previously approved, the Credit Union may, at its discretion, pay such a check or debit and deem the amount of the resulting overdraft plus a service charge (if applicable) as a signed request to the Credit Union for an advance under such loan account. FOR PURPOSES OF ANY SUCH ADVANCE THE SIGNATURE OF ANY OF THE ACCOUNT HOLDER(S) ON A CHECK SHALL BE DEEMED TO BE THE SIGNATURE OF THE PERSON ENTITLED TO REQUEST AND RECEIVE SUCH ADVANCE. (d) In the event the account holder's (s) Checking Account becomes overdrawn then such overdraft shall be subject to such fees and service charges as may be determined by the Credit Union from time to time. Such overdraft shall be due and payable to the Credit Union no later than ten (10) days after such overdraft is created. In the event the overdraft is not repaid to the Credit Union as required, the account holder(s) shall be obligated to pay the Credit Union all of its costs of collection of such overdraft either by suit or otherwise, including but not limited to reasonable attorney's fees. (e) The Credit Union is not liable for any action it takes regarding the payment or non-payment of a check or pre-authorized debit. (f) Any objection regarding any item shown on a monthly statement of the checking account shall be waived unless made in writing to the Credit Union on or before the twentieth day following the day the statement is mailed. (g) All non-cash deposits received in the Credit Union will be credited, subject to receipt of funds. Holds may be placed on check deposits which are drawn on local or out of town institutions. However, credit for dividend purposes will be given from the original date of deposit. (h) The checking account shall be subject to service charges and fees in accordance with the rate schedules adopted by the Credit Union, including but not limited to charges for overdrafts and stop payment orders and charges for printing of checks. Refer to our schedule of service charges (which may be amended at anytime) for complete fee information. These charges and fees may be charged to any other Credit Union depository account from which any of the account holder(s) is entitled to make withdrawals. (i) The use of the checking account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time. (j) The Credit Union reserves the right to refuse any member a Checking Account and to terminate the account relationship at any time without prior notice to the member. (k) The account holder(s), or either of them agrees to hold harmless and indemnify Financial Federal Credit Union from any damages or losses sustained by the Credit Union as a result of the Credit Union exercising its option to add the amount of any overdraft to an existing loan owed

by the account holder(s), or any of them, to the Credit Union. (l) The Credit Union is also authorized to adjust the account holder(s) payroll deduction per their verbal or written instructions or for such items as a loan payment, overdraft, or deposit reversal. (m) Dividends cannot be paid in excess of available earnings. (n) This will replace any previously signed Checking Account and Joint Checking Account Agreements. (o) If signed by more than one person, this agreement is subject to the additional terms and conditions printed below:

ADDITIONAL TERMS AND CONDITIONS (JOINT CHECKING ACCOUNT AGREEMENT)

The Credit Union is hereby authorized to recognize any of the signatures subscribed on the Application in the payment of funds or in the transaction of any business for this account. The joint owners of this account hereby agree with each other and with the Credit Union that all sums paid in on the checking account, or heretofore or hereafter paid in on the checking account by any or all of said joint owners to their credit as such joint account owners with all accumulations thereon, are and shall be owned by them jointly with rights of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment. The right or authority of the Credit Union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to the Credit Union which shall not affect transactions theretofore made.

VISA CHECK CARD/ATM CARD AGREEMENT

The person (hereafter referred to as the "Cardholder"), whose name is embossed on the face of the VISA Check Card(s) (hereafter referred to as the "Card"), and each person (also referred to as the "Cardholder") who signs or uses the Card(s) agrees to the following terms, conditions and disclosures of Financial Federal Credit Union (hereafter referred to as the "Credit Union"):

1. Cardholder will hold in strict confidence the personal identification number (PIN) to be used with the Card. Cardholder will notify Credit Union immediately of loss or theft of the card/PIN or upon knowledge of any unauthorized account activity.
2. Use of the Card, the Account number, the PIN, or any combination of the three for payments, purchases or to obtain cash from merchants, financial institutions or others who honor VISA cards is an order by Cardholder for the withdrawal of the amount of the Transaction from Cardholder's Checking Account (hereafter referred to as the "Account"). Each Transaction with the Card will be charged to the Account on the date the Transaction is posted to the Account.
3. Funds equal to the amount of the Transaction must be available in the Cardholder's Account at the time of the Transaction. These funds can be held by the Credit Union and will not be available until the Transaction is posted to the Cardholder's Account.
4. Use of the Card is subject to the terms and conditions of the Account as amended by the Credit Union from time to time, which are incorporated by reference herein. Changes in the terms and conditions of the Account may affect the use of the Card.
5. Although the sales, cash advance or other slips or receipts that Cardholder signs or receives when using the Card and/or PIN may contain different terms, this Agreement is the sole Agreement that applies to all Transactions related to the Card and/or PIN except as stated herein.
6. Delivering the Card and/or PIN to another person constitutes authorization of that person to use the Card for which the Cardholder shall be liable.
7. Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from the Account, or for a terminal's retention of the Card. Credit Union is not liable for the refusal of any merchant or financial institution to honor the Card or to complete a withdrawal from the Account or for a merchant or financial institution's retention of the Card. Credit Union is not subject to claims and defenses arising out of goods or services Cardholder purchases with the Card.
8. Transactions initiated in foreign countries and foreign currencies will be charged to the Account in U.S. Dollars. The conversion rate to U.S. Dollars will be made in accordance with the operating regulations for international transactions established by VISA or Mastercard International through whose facilities such transactions are handled. An ISA fee may be charged for these transactions.
9. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice to any Cardholder will be notice to all Cardholders.
10. This Agreement is subject to amendment by Credit Union at any time in its sole discretion. Cardholder will receive notice of amendments in accordance with applicable law without restatement of the terms herein.
11. Cardholder agrees to indemnify Credit Union for any amounts, including but not limited to expenses, court costs and attorney fees, incurred by Credit Union in the event of an overdraft or Cardholder's failure to perform according to the provisions of this Agreement.
12. Cardholder agrees to pay all charges (purchases and cash advances) to Cardholder's account made by Cardholder or anyone whom Cardholder authorized to use the Card. Cardholder also agrees to pay any fees and charges assessed against Cardholder's account under the terms of this Agreement and any other agreement with the Credit Union.

13. The Card is the property of the Credit Union which may, without liability or advance notice, revoke or limit any or all Card uses. The Card may not be used after the Credit Union cancels it or after it has expired. If Credit Union cancels it, Cardholder agrees to send the Card to Financial Federal Credit Union, 22 East Flagler Street, Miami, FL 33131.
14. (We) authorize the Credit Union to gather whatever credit information is considered necessary and appropriate to determine whether to issue, provide access, and/or renew the Card.
15. In the event that any paragraph of this Agreement or portion thereof is held by the court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.
16. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Florida and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which the Credit Union's principal place of doing business is located.
17. If legal action is necessary to enforce this Agreement or collect any amounts owing to the Credit Union or fees or charges assessed under this Agreement, the Credit Union has the right, subject to applicable law, to payment by Cardholder of all attorney's fees and costs, including fees on any appeal and any post judgment actions. Cardholder agrees that such legal action may be filed and heard in the county and state in which the Credit Union's principal place of doing business is located, if allowed by applicable law.
18. Cardholder may make no more than \$500.00 per day in VISA "credit" transactions and \$400.00 per day in ATM "debit" transactions unless otherwise approved. If there are insufficient funds in the Cardholder's Account to cover an overdraft resulting from a Card transaction, the Credit Union will impose a fee per overdraft. I authorize the Credit Union to cover the overdraft by withdrawing funds from other Depository Accounts on which the Cardholder is an owner. There is no charge for the initial Card (each additional or replacement Card is \$5.00). Refer to our schedule of service charges (which may be amended at anytime) for complete fee information including applicable per transaction charges. ATM surcharge fees may be assessed to Cardholder by ATM owners.
19. Cardholder can be held liable for the unauthorized use of the Card, if the Cardholder is grossly negligent, fails to notify the Credit Union of disputes in a timely manner, or is fraudulent in handling the account. Cardholder will not be liable for unauthorized transactions which occur after the Credit Union has been notified of loss/theft, or possible unauthorized use of the Card. The Credit Union reserves the right not to re-issue a Card.
20. The Card cannot be used for illegal purposes such as Internet gambling.
21. This will replace any previously issued VISA Check Card Agreements. The Credit Union will retain this Agreement and Application.

MONEY MANAGEMENT ACCOUNT AGREEMENT

I/(We) hereby authorize Financial Federal Credit Union (the Credit Union) to establish a special depository account for me/us to be known as a "Money Management Account". The Credit Union is authorized to make withdrawals and transfers as requested by me/us and to pay checks or pre-authorized debits designated for this account by me (or by either of us, if the Application is signed by more than one person) and to charge the payments against the Money Management Account. It is agreed that: (a) The Money Management Account will earn interest at rates which may vary from month to month and may be higher or lower than the initial rate on the date of the original deposit. (b) The dividend rates paid on the Money Management Account will be determined by the Credit Union Board of Directors at its sole discretion. (c) Dividends cannot be paid in excess of available earnings. (d) A minimum balance (currently \$5,000 with a Money Management checking account and \$10,000 with a Money Management Savings Account) will be required to earn dividends and a minimum of \$1,500 is required in the checking account to avoid a service charge. (e) Only withdrawal checks and other methods approved by the Credit Union may be used to withdraw funds from the Money Management Account. (f) The Credit Union is under no obligation to honor any withdrawal check on which the date is more than six (6) months, or the expiration date, whichever is sooner. (g) Dividends will be paid directly to the Money Management Account. The method of calculation and compounding shall be determined by the Credit Union at its sole discretion. (h) The Money Management Savings Account is limited to six (6) pre-authorized transfers per month, three of which may be made by check. Deposits are unlimited in number. Withdrawals are unlimited by cash or Credit Union check payable to the depositor. Regulation D requirements will dictate how the account is handled. (i) The Credit Union is not liable for any action it takes regarding the payment or non-payment of a withdrawal check or debit. (j) Any objection regarding any item shown on a statement of the Money Management Account shall be waived unless made in writing to the Credit Union on or before the twentieth day following the day the statement is mailed. (k) All non-cash deposits received in the Credit Union will be credited, subject to receipt of funds. Holds may be placed on check deposits which are drawn on local or out of town institutions. However, credit for dividend purposes will be given from the original date of deposit. (l) The Credit Union is under no obligation to pay any check or pre-authorized debit that exceeds the current Money Management Account balance. The Credit Union may, however, at its sole discretion, pay such

a check or debit and charge the amount of the resulting overdraft, plus a service charge (if applicable) against any other depository account against which the account holder(s) is entitled to make withdrawals. (m) In the event any of the account holder(s) writes a check or a deposit reversal occurs which would result in this Money Management Account being overdrawn, and if at that time any of the account holder(s) are eligible to receive advances from this Credit Union under the loan account previously approved, the Credit Union may, at its discretion, pay such a check or debit and deem the amount of the resulting overdraft plus a service charge (if applicable) as a signed request to the Credit Union for an advance under such loan account. FOR PURPOSES OF ANY SUCH ADVANCE THE SIGNATURE OF ANY OF THE ACCOUNT HOLDER(S) ON A CHECK SHALL BE DEEMED TO BE THE SIGNATURE OF THE PERSON ENTITLED TO REQUEST AND RECEIVE SUCH ADVANCE. (n) The account holder(s), or any of them agrees to hold harmless and indemnify Financial Federal Credit Union from any damages or losses sustained by the Credit Union as a result of the Credit Union exercising its option to add the amount of any overdraft to an existing loan owed by the account holder(s), or any of them, to the Credit Union. (o) In the event the account holder's Money Management Account becomes overdrawn, then such overdraft shall be subject to such fees and service charges as may be determined by the Credit Union from time to time. Such overdraft shall be due and payable to the Credit Union no later than ten (10) days after such overdraft is created. In the event the overdraft is not repaid to the Credit Union as required, the account holder(s) shall be obligated to pay the Credit Union all of its costs of collection of such overdraft either by suit or otherwise, including but not limited to reasonable attorneys fees. (p) The Money Management Account is also subject to such other terms, conditions, requirements and service charges as the Credit Union may establish from time to time. (q) This agreement governing the use of the Money Management Account may be amended at any time by mailing a notice of such amendment to each account holder. Such amendments will become effective as of the date stated in the notice. (r) The Credit Union reserves the right to refuse any member a Money Management Account and to terminate the account relationship at any time without prior notice to the member. (s) This will replace any previously signed Money Management Account Agreements.

CREDIT CARD AGREEMENT

In this Agreement the words "you" and "your" mean each and all of those who apply for a VISA/Mastercard, and/or the person whose name is embossed on the face of the Card, who uses the Card, or signs the Card. "Card" means a VISA/MasterCard Credit Card and any duplicates and renewals the Credit Union issues. "Account" means your VISA/MasterCard credit card line of credit account with the Credit Union. "Credit Union" means the Financial Federal Credit Union.

1. **USING THE ACCOUNT.** If you are approved for a VISA/MasterCard account, the Credit Union will establish a line of credit for you and notify you of its amount when the card is sent to you. You agree not to let your account balance exceed your approved credit limit. Each payment you make on the account will restore your credit limit by the amount of that payment which is applied to the principal amount of purchases and cash advances. Payments are subject to a hold (currently 10 days) on the availability of credit. You may request an increase in your credit limit by written application which may be approved by the Credit Union. The Credit Union has the right to reduce or terminate your credit limit at any time.
2. **USING THE CARD.** You may use the card issued to you to make purchases in person, by mail, telephone, or over the Internet from merchants and others who accept VISA/MasterCard cards. In addition, you may obtain cash advances from financial institutions participating in the VISA/MasterCard program and from automated teller machines (ATMs) such as VISA/MasterCard ATM Network, that provide access to the VISA/MasterCard system (Not all ATMs provide such access.) You will need to use your Personal Identification Number (PIN) to obtain a cash advance from an ATM.
3. **RESPONSIBILITY.** You agree to pay all charges (purchases and cash advances) to your account made by you or anyone whom you authorize to use your account. Your obligation to pay the amount owed on your account continues until paid in full even though an agreement, divorce decree or other court judgment to which the Credit Union is not a party may direct someone else to pay the account balance. If more than one person signs this Agreement, each is individually responsible for all amounts owed on the account and are all jointly responsible for all amounts owed. This means the Credit Union can enforce this Agreement against any of you individually or all of you together.
- 4a. **FINANCE CHARGES ON REGULAR CREDIT CARD ACCOUNTS.** The finance charges on your Account for Purchases, Cash Advances and Convenience Checks are calculated separately at the periodic rate of .825% per month which is an ANNUAL PERCENTAGE RATE OF 9.9%. If at any time, your Account becomes past due because you fail to make the required minimum payment by the payment due date for two consecutive billing cycles, or in any other way you DEFAULT on your Account, the Finance Charges on the entire current and future balance of your Account may be increased to the periodic rate of 1.492% per month which is an ANNUAL PERCENTAGE RATE OF 17.9%. This higher rate will remain in effect until : (a) You have met the terms of this and any other Financial Federal Credit Union Credit Card Agreement for a minimum of 12 consecutive months and (b) You submit a new credit card application and (c) Your application meets the Credit Union's minimum standards (credit, income, etc.) required for credit approval.

- 4b. **FINANCE CHARGES ON SECURED VISA CREDIT CARD ACCOUNTS.** The finance charges on your Account for Purchases, Cash Advances and Convenience Checks are calculated separately at the period rate of 1.492% per month which is an ANNUAL PERCENTAGE RATE OF 17.9%.
5. **METHOD OF COMPUTING FINANCE CHARGES.** A Finance Charge will be imposed on Cash Advances (including convenience checks) from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment. A Finance Charge will be imposed on Credit Purchases only if you elect not to pay the entire New Balance of purchases shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance of purchases shown on your previous monthly statement within that 25-day period, a Finance Charge will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchases from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance of purchases is paid in full or until the date of payment if more than 25 days from the closing date. The Finance Charge for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your account at the beginning of the billing cycle) any new Cash Advances received and any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account but excluding any unpaid Finance Charges.
6. **OTHER CHARGES.** The following other charges will be added to your account, as applicable: Returned payments, \$29.00; over the limit fee, \$29.00; late payment fee, \$29.00; copy of sales slip or statement, \$5.00; card replacement, \$5.00; returned Convenience Checks, \$29.00; stop payment per Convenience Check, \$20.00.
7. **MONTHLY PAYMENT.** Each month you must pay at least the minimum payment shown on your statement within 25 days of the statement closing date. You may, of course, pay more frequently, pay more than the minimum payment, or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your account has a balance. The minimum payment is 3% of your Total New Balance but not less than \$25.00 plus the amount of any prior minimum payments that you have not paid. In addition, at any time your Total New Balance exceeds your credit limit, you must immediately pay the excess upon demand. Payments made to your account will be applied in the following order: Fees and Finance Charges; Previously Billed Purchases; Cash Advances; New Purchases. We may accept checks marked "payment in full" or with words of similar effect without losing any of our rights to collect the full balance of your account with us.
8. **SECURITY INTEREST.** You agree this VISA/MasterCard account is also secured by all the shares and deposits in all your individual and joint accounts with the Credit Union now and in the future.
9. **DEFAULT.** You will be in default if you fail to make payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent, that is, unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if you become delinquent with other creditors, or if something happens which the credit union believes will substantially reduce your ability to repay what you owe. When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without notice. When you are in default, the Credit Union has the right to withdraw funds from any other Depository Account(s) on which you are an owner and apply those funds to the credit card balance. If you default, the Credit Union may, at its option, transfer the balance of the Card to a new or existing loan and may deduct from your payroll an amount necessary to make the required payment until the balance is paid in full. To the extent permitted by law, you will also be required to pay the Credit Union's collection expense, including court costs and reasonable attorney's fees.
10. **LIABILITY FOR UNAUTHORIZED USE.** You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify the Credit Union orally or in writing, of the loss, theft, or possible unauthorized use. The Credit Union reserves the right not to re-issue a Card.
11. **LOST CARD NOTIFICATION.** If you believe your credit card has been lost or stolen, immediately inform the Credit Union by calling: 1-800-808-7230.
12. **CHANGING OR TERMINATING YOUR ACCOUNT.** The Credit Union may change the terms of this Agreement from time to time after giving you any advance notice, required by law. Your use of the card after receiving notice of a change will indicate your agreement to the change. To the extent the law permits, and indicated in the notice to you, the change will apply to your existing account balance as well as to future transactions. Either the Credit Union or you may terminate the Agreement anytime, but termination by you or the Credit Union will not affect your obligation to pay the account balance plus

any finance or other charges you owe under this Agreement. The cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all cards upon request or upon termination of this Agreement whether by you or the Credit Union.

13. **CREDIT INFORMATION.** You authorize the Credit Union to investigate your credit standing when opening or reviewing your account. You authorize the Credit Union to disclose information regarding your account to credit bureaus and creditors who inquire about your credit standing.
14. **RETURNS AND ADJUSTMENTS.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your account. If your credits and payments exceed what you owe the Credit Union, the amounts will be applied against future purchases and cash advances. If the amount is \$1 or more, it will be refunded upon your written request.
15. **FOREIGN TRANSACTIONS.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by VISA or MasterCard International.
16. **MERCHANT DISPUTES.** The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.
17. **EFFECT OF AGREEMENT.** This Agreement is the contract which applies to all transactions on your account even though the sales, cash advances, credit or other slips you sign or receive may contain different terms.
18. **NO WAIVER.** The Credit Union can delay enforcing any of its rights any number of times without losing them.
19. **STATEMENT AND NOTICES.** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.
20. **ILLEGAL PURPOSES.** Your credit card cannot be used for illegal purposes such as Internet gambling.
21. **COPY RECEIVED.** You acknowledge that you have received a copy of this Agreement.

REGULAR VISA/MASTERCARD CREDIT CARD

Annual Fee:	None
Annual Percentage Rate (APR) For Purchases:	9.9%
Other APRs:	Cash Advance APR: 9.9% . Penalty Rate: 17.9% See explanation below*
Grace Period For Repayment of Balances For Purchases:	You have at least 25 days calculated from the statement closing date to repay your balances for purchases before finance charges will be incurred.
Method For Computing The Balance For Purchases:	Average Daily Balance (including new purchases).
Transaction Fee for Cash Advances: None Late Payment Fee: \$29 Over-the-credit-limit Fee: \$29 Returned Check Fee: \$29	
The information about the costs of the card described in the application is accurate as of October, 2006. This information may have been changed after that date. To find out what may have changed, call us at 1-800-727-5626 or (305) 577-1328.	

*Penalty Rate will apply if you do not make the required minimum monthly payment by the payment due date for two consecutive billing cycles or are otherwise in DEFAULT.

SECURED VISA CREDIT CARD

All of the above terms under the credit card agreement apply to the Visa Secured Credit Card except for item 4a and are made a part of this agreement.

Furthermore, before the credit card is opened, a deposit account will be set up as a 05 suffix, which will secure the total credit line of the Visa Secured Credit Card.

I (the borrower(s)), understand that I am pledging, under the Uniform Commercial Code, shares in the account suffix 05. I understand that I must, at all times, keep a sum equal to my total credit limit and/or any secured credit increase in this account and that these funds will not be available to me until such time as I repay my entire loan (credit card) and my loan (credit card) account is terminated. I understand that this security interest will cover future purchases and advances under this Disclosure and Agreement. If I default, you (Financial Federal Credit Union) may apply these shares to repay my loan in accordance with federal or other law. There is an annual fee of \$50.00 for this account.

SECURITY INTEREST, PLEDGE, ASSIGNMENT OF COLLATERAL

In consideration of the issuance of this secured credit card account, you have authorized Financial Federal Credit Union to open a deposit account suffix 05 in your name. To secure all of your obligations arising under this credit card account, you assign, transfer, pledge, grant a security interest in, and set over to the credit union all rights, title and interest in this savings account suffix 05 and in all renewals, additions and proceeds of this Account. You agree that this security interest, pledge, and assignment includes and gives the credit union the right to redeem, collect and withdraw any part or the full amount of this Account upon any default under the secured credit card agreement or in the event your secured credit card account is terminated for any reason. You acknowledge and agree that this security interest, pledge, and assignment means that the bank has exclusive control over this Account. You may not make any withdrawals from this Account while it secures your credit card. The savings account suffix 05 is an interest bearing account under the terms of a regular savings account, which changes from time to time. This security interest, pledge, and assignment is given as security for any and all amounts you may owe, including but not limited to interest, fees and charges which may accrue under your secured credit card account. You agree that if the secured credit card account is closed for any reason, the credit union may apply funds in the savings account to pay off any balance on the credit card account. If there are still funds remaining in the savings account after doing so, these funds may remain on deposit for up to 60 days before being remitted to you. Together, these terms and conditions form a binding contract and make up the entire agreement between you and the credit union regarding the handling of your Account.

SECURED VISA CREDIT CARD

Annual Fee:	\$50.00
Annual Percentage Rate (APR) For Purchases:	17.9%
Other APRs:	Cash Advance APR: 17.9% .
Grace Period For Repayment of Balances For Purchases:	You have at least 25 days calculated from the statement closing date to repay your balances for purchases before finance charges will be incurred.
Method For Computing The Balance For Purchases:	Average Daily Balance (including new purchases).
Balance Transfer Fee: 3% of the amount transferred Transaction Fee for Cash Advances: 3% of the amount transferred Late Payment Fee: \$29 Over-the-credit-limit Fee: \$29 Returned Check Fee: \$29 Minimum Deposit Required: \$300.00	
The information about the costs of the card described in the application is accurate as of October, 2006. This information may have been changed after that date. To find out what may have changed, call us at 1-800-727-5626 or (305) 577-1328.	

ONLINE BANKING AND BILL PAYMENT SERVICE AGREEMENT

In this Agreement “you”, “your”, and “yours” refer to you, the person who has agreed to use the Online Banking Service or any other person authorized by you. “We”, “us” and “our” refers to Financial Federal Credit Union. “Online Banking” and “the online service” refer to Financial Federal Credit Union’s Online Banking Service covered by this Agreement. All times listed refer to Eastern Standard Time.

AGREEMENT COVERAGE

This Agreement between you and Financial Federal Credit Union governs the use of the Online Banking and Bill Payment Services. This service allows Financial Federal Credit Union’s members to transact numerous banking functions on their designated accounts through a personal computer.

ACCEPTING THIS AGREEMENT

By using Online Banking, you agree to the terms and conditions included in this agreement.

WHO IS BOUND BY THIS AGREEMENT

Each person (“signer”) who enters their PIN (password) agrees to be bound by the terms and conditions of this Agreement. If more than one person enters their PIN (password), all users are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights to one user without affecting its ability to enforce its rights as to the other users. The Agreement is also binding upon your heirs, personal representatives and successors. By accessing the system, or authorizing anyone else to access the system, you agree to be bound by the terms and conditions of the Agreement.

OTHER AGREEMENTS

This agreement does not change in any way other agreements you received for deposit accounts, loans, credit cards, lines of credit or debit cards. You should review all your agreements and disclosures for any limitations that may impact your use of certain accounts with respect to Online Banking. In addition, please review all agreements you received pertaining to other account services.

ONLINE BANKING SERVICE

FEES

Financial Federal Credit Union’s Online Banking Service is currently free of charge. We will notify you 21 days in advance should we change our fees. You are responsible for charges incurred from Internet and/or telephone service providers. Additionally, you may incur service charges associated with your account(s). The Bill Payment option has a monthly fee of \$5.95 for unlimited transactions (No fees for Money Management Checking and Loan account members). Bill Payment stop payment requests are \$20.00 for each individual stop payment. Overdraft and non-sufficient fund items are \$33.50 each. Please refer to our fee schedule for a complete listing of all applicable charges.

INACTIVE ACCOUNT ACCESS

If you do not use the Online service for a consecutive 90 day period, we may cancel your service. We will deduct the current period fees (if applicable) when we cancel this service. We will not advise you of your service cancellation.

BUSINESS DAYS

A Business Day is defined as Monday through Friday excluding Federal Holidays. Please note that Saturdays and Sundays and Federal Holidays are not business days.

ACCOUNT ACCESS

You may have access to your deposit, credit and loan accounts. The service is available 7 days per week, 24 hours a day. To sign up for account access using Online Banking, you must have an open savings account with Financial Federal Credit Union.

PERSONAL IDENTIFICATION NUMBER (PIN)/PASSWORD

The Online Banking PIN (password) and your CALL 24 PIN issued to you are for your security purposes. The numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN(s)/password. You agree not to disclose or otherwise make your PIN/password available to anyone not authorized to sign on your accounts.

To use the Financial Federal Credit Union’s Online Banking service, visit our website at www.Financialcu.com and click on the Online Banking icon. You will be asked to enter your savings (member) account number. Next you will need to enter your Personal Identification Number (password) which is your current CALL 24 telephone access PIN. You will then be asked to set up the account according to our requirements.

You may change your PIN at any time by using the User Options in Online Banking or by following the instructions given when using CALL 24.

SERVICES

You may perform the following transactions with Online Banking.

- View current savings, checking or loan balances plus histories.
- Print out account information.
- Transfer funds between your accounts.
- Find out what checks have cleared.
- View the amount of your direct deposit.
- Make loan payments.
- Download account information to “Quicken” or Microsoft Money.
- Pay your bills online using the Bill Payment option.
- Obtain current information on your Credit Union Visa or Mastercard.

Transfer Transactions

Transfers made Monday through Friday 8:00am to 7:00pm will be immediately available to you the day you make the transfer. Transfers made outside of these days/hours or on a Federal Holiday will be posted to your account and available to you no later than the next business day. You can only make transfers from accounts that have sufficient available funds to cover the transfer amount. Transfers made during non-business days/hours will be reflected in account balances no later than the next business day.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS

Contact us immediately if you believe:

- a. There is an error or an unauthorized person has discovered your Online Banking PIN (password).
- b. Someone has transferred or may transfer money from your account without your permission.
- c. Your statement or transaction record is wrong.
- d. You need additional information about a listed transaction.

CALL US at (800) 727-5626 or (305) 577-1328; AND

WRITE TO US at Financial Federal Credit Union, 22 E. Flagler St, Miami, FL 33131. The unauthorized use of your Online Banking or Bill Payment Service may cause you to lose all the funds in your account(s) if you take no action to notify us. If you do not contact us within 60 days after the statement is mailed to you, you may not get back any of the funds lost.

WHEN YOU CONTACT US, WE WILL NEED THE FOLLOWING INFORMATION:

- a. Your name and your account number.
- b. A description of the error or the transaction which you are unsure about, and a clear explanation of why you believe it is an error or why you need more information.
- c. The dollar amount of the suspected error.

If you contact us verbally, you must send us your complaint or inquiry in writing within 10 business days to: Financial Federal Credit Union, 22 E. Flagler St, Miami, FL 33131.

We will tell you the results of our investigation within 10 business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days. If this is the case, we will re-credit your account for the amount you believe is in error within 10 business days of your original complaint or question and you will have use of these funds during the time it takes us to complete our investigation. If we do not receive your complaint in writing, we may not re-credit your account.

If we conclude that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If we have credited your account with funds during our investigation, you will repay those funds to us if we conclude that no error occurred.

FAILURE TO MAKE TRANSFERS

We may not complete a transaction to or from your accounts on time or in the correct amount as a result of the following:

1. Through no fault of ours, you do not have enough money in your account to make the transaction.
2. The transaction would go over the credit limit on your credit line.
3. The network system was not working properly.
4. Circumstances beyond our control (such as fire, flood, power failure, computer down-time, war, natural or man-made disaster) prevented the transaction.
5. The money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction.

6. Your PIN (password) has been entered incorrectly.
7. The Payee mishandles or delays a payment sent by our bill payment service provider.
8. You have not provided our bill payment service provider with the correct names, addresses, phone numbers, or account information for those persons or entities to whom you wish to direct payment.
9. The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
10. We have reason to believe that the transaction is not authorized.
11. You have exceeded the maximum transaction amount.
12. There may be other exceptions not specifically mentioned above.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will receive an account statement reflecting all of your transactions unless there is no activity. In any case you will receive a statement at least semi-annually. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (305) 577-1328 (press1) to find out whether or not the deposit has been made.

ADDRESS CHANGE

You are required to keep the Credit Union informed of your current address to insure correct mailing of monthly statements.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to you at your address as it appears on our records (This notice may be included with or on your statement). If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and /or the security of our Online Banking Services or designated accounts.

RESERVATION OF RIGHTS

Failure or delay by the Credit Union to enforce any provisions of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

SEVERABILITY

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

TERMINATION

You may terminate the services provided in this Agreement with us at any time by notifying us in writing. The Credit Union reserves the right to terminate this Agreement and/or your use of Internet Online Banking Services or Bill Payment with or without cause. We may do so immediately if:

1. You or any authorized user of your account breaches this or any other agreement with the Credit Union.
2. We have reason to believe that there has been or might be an unauthorized use of your account.
3. The Online banking and/or Bill Payment service is no longer being offered.
4. You do not follow the Agreements (or the Credit Union incurs a loss) for the various products and services offered by the Credit Union.
5. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions before termination.

COLLECTION COSTS

You agree to pay the Credit Union our reasonable expenses, including court costs and attorney's fees, for enforcing our rights under this Agreement.

DISCLOSURE OF ACCOUNT INFORMATION

Under the following circumstances, we may disclose information about your account or transactions to third parties:

- a. When it is necessary to complete your transaction.
- b. To verify the existence and standing of your account with us at the request of a third party, such as a credit bureau or merchant.
- c. To comply with court orders or government or administrative agency summonses,

subpoenas, orders, examination and escheat reports.

- d. In accordance with your written permission.
- e. On receipt of certification from a Federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.
- f. On closed accounts, if we reasonably believe you have mishandled it or if you owe fees or other funds to us.

ADDITIONAL BENEFIT ENHANCEMENTS

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

BILL PAYMENT SERVICE

TRANSACTIONS AVAILABLE

You may use Bill Payment to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants, delete merchants from, or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from your checking account: This feature allows you to schedule one-time payments to merchants. It also enables you to specify the amount of the payment and the processing date.
- Make recurring payments from your checking account: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.
- View Pending Payments. With this feature, you can verify and correct payment information prior to payment processing.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Credit Union's Bill Payment service:

- The maximum transaction amount must be less than \$10,000 during any 24-hour period.
- Bill payments can only be made from your checking account.
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States.
- If you close the designated bill payment account, all scheduled payments may be stopped.
- You cannot stop a payment if the payment has already been processed.
- You can schedule payments 24 hours a day, seven days a week. However, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days.
- The bill being paid must be in the member's name.

METHODS AND RESTRICTIONS

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our Bill Payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take ten business days or more to process. The Credit Union will not be liable to you for any damages (including, but not limited to, actual, direct, indirect, special, or consequential damages) because a bill payment was not made, delivered or processed in a timely manner.

MEMBER RESPONSIBILITIES

You are responsible for:

- Any late payments, late fees, interest payments, and service fees charged by merchant(s).
- Any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions.
- Data input of payee information (payment amount(s), name, address and any other pertinent information)
- Written notification to the Credit Union in the event you wish to cancel this service.
- You must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL PAYMENT TRANSACTIONS

Telephone Bill Payment customer service at (800) 823-7555 or write to us at Financial Federal Credit Union, ATTN: Online Banking Dept, 22 E. Flagler Street, Miami, FL 33131. If the information you receive indicates an error, you must write to us within sixty (60) days after we sent the FIRST statement on which the problem or error occurred.

CERTIFICATE DISCLOSURE

Rate Information – The dividend rate on your term share account will be the rate in effect on day of purchase at the Credit Union. **Compounding frequency** – Unless otherwise paid, dividends will be compounded every month. **Crediting frequency** - Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account. **Dividend period** – For this account type, the dividend period is monthly. **Minimum balance requirements** – The minimum balance required to open this account is \$1,000.00. You must maintain a minimum average daily balance of \$1,000.00 in your account to obtain the disclosed annual percentage yield. **Average daily balance computation method** – 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 calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the month. **Accrual of dividends on noncash deposits** – Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account. **Transaction limitations** – After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account. **Time requirements** – Your account will mature according to the terms of your certificate. **Early withdrawal penalties** – A penalty may be imposed for withdrawals before maturity: (1) If your account has an original maturity of one year or less, the penalty we may impose will equal the lesser of: a) 90 days dividends on the amount withdrawn subject to penalty, or b) all dividends earned since the date of issuance or renewal (at least seven days); (2) If your account has an original maturity of more than one year, the penalty we may impose will equal the lesser of: a) 180 days dividends on the amount withdrawn subject to penalty, or b) all dividends earned since the date of issuance or renewal (at least seven days). In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan. **Withdrawal of dividends prior to maturity** – The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings. **Automatically renewable account** – This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below) or we receive written notice from you within the grace period mentioned below. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in a dividend-bearing savings account. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account.

You will have a grace period of seven days after maturity to withdraw the funds without being charged an early withdrawal penalty.

NOTICE OF PRIVACY PRACTICES

Important information about the personal data
your Credit Union collects, and how it is used.

To assure the continued privacy and confidentiality of your personal financial information, your credit union observes these practices and procedures:

INFORMATION WE COLLECT

We collect nonpublic information about you from some or all of the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, assets and income.
- Information about your transactions with us, our affiliates, or others such as your account balance, payment history, parties to transactions and credit card usage; and,
- Information we receive from a consumer reporting agency, such as your creditworthiness and credit history.

INFORMATION WE DISCLOSE

We may disclose all of the information we collect as described above to companies that per-

form marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. We may also disclose information about you under other circumstances as permitted by law.

OUR SECURITY MEASURES

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

Credit union members and the public may receive copies of this notice of privacy practices by contacting the credit union.

This notice meets the notification requirements of the National Credit Union Administration regulation on privacy of consumer information, Part 716.