



January 31, 2026

Effective March 2, 2026 we have updated your Consumer and/or Business Membership Agreement with Florida Credit Union.

In accordance with the terms of your Membership Agreement we hereby notify you of the following changes (all changes are noted in *italic* font):

1. We have updated the following language in the “Share Certificate and Term Share Accounts” Section as follows. Unless expressly stated below, all existing terms remain unchanged.

“Unless otherwise stated when you open the account, an automatically renewing account shall renew at each maturity date for a period of time equal to the original term and on the same conditions as the original account. The interest or dividend rate and Annual Percentage Yield (APY) applicable to the renewal term shall be the rate and yield that are applicable to a new account on like terms in effect at the time the account renews. If we no longer offer the same account term length as your current account term, your account will automatically renew at a comparable available term length and at the interest rate and APY that correspond with the new term. *If you have a special rate account, when your account term ends, your account will automatically convert to a conventional account and renew at a comparable available term length and at the interest rate and APY that correspond with the new term. Your special rate account will not automatically renew at the special rate even if we still offer the same account terms.* You can prevent automatic renewal by providing us with written instructions to the contrary or withdrawing funds on or within seven (7) days after the maturity date. If the funds are withdrawn within seven (7) days after the maturity date, no penalty will be assessed.”

2. We have updated the following language in the “Representment of Declined Transactions” Section as follows. Unless expressly stated below, all existing terms remain unchanged.

“We reserve the right to charge an NSF Fee each time a transaction is presented if your account does not have sufficient funds to cover the transaction at the time of presentment and we decline the transaction for that reason. This means that a transaction may incur more than one NSF Fee if it is presented more than once and the merchant does not notify us at the time of presentment that it is a representment. If the merchant notifies us at the time of presentment that a transaction is a represented transaction, we will not charge you more than one NSF Fee if your account does not have sufficient funds to cover the transaction at the time of the original presentment and any subsequent presentment. We cannot determine whether an item is being represented unless the merchant informs us of such. For example, if an ACH or other item is presented for payment and declined due to

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insufficient funds and then represented for payment *without a designation from the merchant the item is a representation* and declined *again* due to insufficient funds, we reserve the right to charge an NSF Fee for both the original presentment and the representation in accordance with our Fee Schedule and other applicable law. You understand that a merchant or bank may present a check, debit, or ACH to us for payment more than once, which could result in you being charged multiple Non-Sufficient Funds Fees (NSF Fees) for the same item.”

3. We have updated the following language in the “ACH and Wire Transfers” Section as follows. Unless expressly stated below, all existing terms remain unchanged.

“ACH and Wire Transfers Agreement. This *agreement* applies to funds transfers as defined in Article 4A of the Uniform Commercial Code, *as set out in the Florida Statutes*, and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (e.g., wire transfers) *to and from any of your accounts with us. To the extent the terms contained in this agreement are different than those in any other agreement or terms of accounts, this agreement shall control and be deemed to modify such other agreements or terms of accounts. You agree to the following terms by signing your application for membership with us at the time your account was established. You understand that this agreement will govern all funds transfers by you or on your behalf from any of your accounts on or after this date. You understand we may amend the terms of this agreement in our sole discretion at any time by providing you notice as and if required by applicable laws and regulations. These terms do not obligate us to provide you wire transfer services. If you request a wire or ACH transfer, you authorize us to transfer funds according to your instructions (“payment order”) to and from your designated account(s), or to and from another financial institution. You also authorize us to charge your account for any related fees or service charges. Such fees and charges are listed on your Fee Schedule, as amended from time to time. You authorize us to charge your account for the amount of any funds transfer initiated by me or any person authorized as a joint owner or any other authorized party with the right of access to the account from which the funds transfer was made. If you request a wire transfer be made or if a wire transfer is made to your account, the Federal Reserve Board's Fedwire may be used. Regulation J governs all Fedwire transfers and therefore, along with this agreement, determines the rights and liabilities of the parties of the transfer. All other funds transfers may be transmitted through the Automated Clearing House (ACH) network. ACH transactions are governed by the operating rules of the National Automated Clearinghouse Association (NACHA).*

All wire transfers and any amendments or cancelations thereof or thereto will be made in accordance with our security procedures. Our current security procedures are: In Branch Requests: Verification of Member Identity, Conduct Fraud Wire Questionnaire, Process OFAC on wire recipient and receiving financial institution, provide receipt for member to sign acknowledging wire instructions are correct. Online Wire Requests (commercial members only): Login to FCU Anywhere, MFA validation required on adding a payee, adding a new wire, submitting a wire. It is highly recommended that

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commercial members utilize secondary/additional users in FCU Anywhere to create segregation of duties, so that two employees of the company must approve a wire request as well as setup account alerts to be notified of changes. In addition, all wires are scanned through fraud prevention software prior to final submission. You understand and agree that any wire transfer conducted in accordance with the above-described security procedures shall be deemed authorized by you for all purposes regardless of whether such wire transfer was actually conducted or authorized by you. You agree that the authenticity of wire transfer orders will be verified using the established security procedures unless you notify us in writing that you do not agree to a security procedure. In the event you do not agree to a security procedure, we will have no obligation to accept any payment order from you or any other authorized parties on the account until you and we agree in writing to an alternate security procedure. You agree that the established security procedures set forth herein shall be deemed commercially reasonable for all purposes, including, but not limited to, the requirements under Regulation J and Article 4A of the Uniform Commercial Code for commercially reasonable security procedures. We may give you notice of a change in the security procedures. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on your account(s) until you and we agree in writing to the new security procedures. You agree to indemnify and hold us harmless from and against any and all liability, claims and damages of any sort arising from or related to any payment orders except to the extent such liability, claims or damages arise from our material breach of the security procedures set forth above.

We may give you credit for ACH payment before we receives final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. If we do not receive such final settlement, we agree to refund to us the amount credited you received in connection with that ACH entry. This means that we may provide you with access to ACH funds before we actually receive the money. However, if we do not receive the money, then we may reverse the entry on your account and you will be liable to repay us.

Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, funds transfers, payment orders, cancellations, and amendments may be treated as having been received on the next following funds transfer business day. Unless you are notified of other times or other times are posted, the cut-off time will be at 4:00 p.m. EST on each weekday that we are open and that is not a federal holiday. We may change cut-off times at any time in our sole discretion. Additionally, the cut-off time may be extended without notice to you if an intermediary or beneficiary institution is closed.

When processing a payment order, payment may be made based solely on the account number provided in the payment order, even if that account number identifies a beneficiary other than the one that you name in the payment order. Similarly, if the payment order identifies the name, routing number and transit number of the beneficiary's financial institution, payment may be made solely on the basis of the

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routing and transit number, even if those numbers do not correspond to the name of the financial institution that you supplied. You agree that your obligation to pay the wire transfer is not affected if the identifying numbers do not match the named beneficiary or financial institution. *You are responsible to us if we complete a funds transfer on the basis of the identification number you provided for the beneficiary's account or the receiving financial institution. You are also responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided and you agree to indemnify us for any loss or expense that results from our reliance or the receiving bank's reliance on an incorrect identifying or account number. We are authorized to take the amount of such loss or expense from any account in which you have an ownership interest or the right to withdraw.* We may also pay wire transfers received by us for your benefit based solely on the account number.

We may refuse to accept or execute any payment order, or an amendment or cancellation thereof, and we shall be deemed to have accepted a payment order or its amendment or cancellation only upon execution thereof. We may reject or refuse to accept or execute a payment order if (1) the designated account(s) does not contain sufficient available or collected funds; (2) the account number that you provide on the payment order does not correspond to any known account with us; (3) the payment order is not authorized or does not comply with applicable security *procedures or does not comply with the terms of this Agreement;* (4) we are prohibited from doing so due to applicable law; (5) we have a good-faith, reasonable cause for rejecting the payment order; (6) *the transfer is prohibited by a court order, garnishment, tax levy, or similar;* (7) *we believe the transfer would result in a loss to us; or* (8) *any other reason established by us. We are not required to give you notice of any such rejection or refusal but notice may be given in your next periodic account statement or as otherwise required by law.*

All transfers shall be shown on your periodic account statement and reflection on the statement shall constitute notice of receipt of the transfer. *We are not obligated to provide you or any other authorized person with next-day notification of transfers to your account.* You may inquire whether a specific transfer has been received at any time during our normal business hours and/or by any means that we provide you for making inquiries on your accounts. *You have a duty to exercise ordinary care to discover erroneous payment orders. Except as otherwise required by applicable law, for ACH only, if you do not notify us that an error was made within sixty (60) days after the date you receive notification from us that a payment order was completed, you will be liable to us for the loss incurred as a result of your failure to exercise that duty of care shall discharge and relieve us from any liability, claims, demands or expenses (including attorney's fees) in connection therewith.* We are not responsible for any transmission performance failure as a result of interruption in transfer facilities; power failures; equipment malfunctions; labor disputes; emergency conditions; fire, flood, or other natural disasters; war or terrorist attack; or other circumstances beyond our control. We are also not responsible for transfer failures due to suspension of payment by another

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party, or refusal or delay by another financial institution to accept the transfer, or if we are prohibited from performing under any applicable law.

We shall not be liable for any special, indirect, consequential or punitive damages arising from any failure or delay in processing a payment order or related obligation. In no case shall we pay attorney's fees or other legal expenses incurred in connection herewith. *We will be obligated to pay you interest on unauthorized or ineffective transfers only if you notify us of the relevant facts within ninety (90) days after the date you receive notification from us that the order was accepted or that your account was debited with respect to the order.* If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the interest rate, *in the form of a daily rate*, applicable to the account to which the funds transfer *should have been made or was made. Our liability is limited to the payment of this amount.*

If you send an international wire transfer that identifies a beneficiary bank located outside of the United States, you agree that we do not guarantee the receipt or timely processing of the funds on the part of the foreign beneficiary bank. At the time of the international transfer request, you will receive a receipt and disclosures regarding the transfer, including your rights regarding cancellation and resolution of errors, in accordance with Regulation E. By sending an international wire transfer, you understand that we have no control over how or when the funds are received or processed by the foreign beneficiary bank and that it could take *minimum of ten (10) days and* up to one month or longer for the wired funds to be processed by the foreign beneficiary bank. Therefore, except as otherwise provided in Regulation E, (a) you understand and acknowledge that by sending an international wire transfer according to the financial institution and account information you provide us, you accept all risk associated with your wire transfer request; and (b) we will not be held liable or responsible to refund you any of the funds or costs associated with executing your request where the funds you sent were lost, destroyed, not processed, or not received by the foreign beneficiary bank. You further acknowledge that we are prohibited from processing and executing requests where the federal government has enforced economic and trade sanctions against named foreign countries, or where the federal government has prohibited us from doing business with named financial institutions.

4. We added the following language in the "Consent to Contact" Section. Unless expressly stated below, all existing terms remain unchanged.

"In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation,

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advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law.”

5. We updated the following language in the “Notices; e-notices; Name or Address Change” Section. Unless expressly stated below, all existing terms remain unchanged.

“Any written notice we give to you is effective when it is made available in our on-line banking system *or e-mailed to you* (if you have agreed to receive such notices electronically) or when it is deposited in the U.S. Mail, postage prepaid and addressed to you at the most recent mailing address on file with us.”

6. We have added the following language in “ATM Card\Limitations” Section of the “Electronic Funds Transfer Agreement and Disclosure – Reg E”. Unless expressly stated below, all existing terms remain unchanged.

“● You are not allowed to make deposits at an ATM that we do not operate or own”

7. We have updated the following language in “Visa Debit Card” Section of the “Electronic Funds Transfer Agreement and Disclosure – Reg E”. Unless expressly stated below, all existing terms remain unchanged.

“You may use your Visa Debit Card and PIN to perform all of the functions listed above in the *ATM Card section.*”

8. We have updated the following language in “Visa Debit Card\Limitations” Section of the “Electronic Funds Transfer Agreement and Disclosure – Reg E”. Unless expressly stated below, all existing terms remain unchanged.

“Limitations. The following limitations will apply to your *Visa Debit Card:*”

9. We have added the following language in “OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS” Section of “Electronic Funds Transfer Agreement and Disclosure – Reg E”. Unless expressly stated below, all existing terms remain unchanged.

“● Any other exceptions as established by us”

10. We have updated the following language in “Indemnification and Limitations on Liability” Section in the “Mobile Deposit Terms and Conditions” Section.

“In addition to the indemnifications and limitations on liability contained in the *Membership and Account Agreement*, you hereby indemnify and hold harmless Credit Union and each of its directors, officers, employees, agents, successors, and assigns (“Indemnitees”) from and against all liability, loss, and damage of any kind (including attorneys’ fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of (a) the Service, (b) any Image, Item or IRD, (c) any failure by you to comply with the terms of this Agreement or

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breach by you of any representation or warranty contained herein, (d) any failure by you to comply with applicable laws and regulations, or (e) any acts or omissions of you or any third party. This paragraph shall survive the termination of this Agreement for any reason.”

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