

MEMBER CONDUCT POLICY

ABUSIVE BEHAVIOR

The Board of Directors recognizes that the Credit Union's outstanding reputation is due in large part to the loyalty, commitment and continued efforts of its employees, volunteers and members. The Board is committed to treating the employees, volunteers and members of the Credit Union with the respect they deserve and is committed to maintaining a work place free from any type of abuse. This policy is not enacted to restrict the rights or freedoms of anyone, but rather to address certain unacceptable conduct in order to assure the rights and protection of the Credit Union's employees.

In the event that any person engages in any type of abusive conduct, the CEO or his/her designee, on behalf of the Board and in the CEO's or his/her designee's sole discretion, is hereby authorized to impose sanctions against any person who engages in any type of abusive conduct.

Any or all of the following sanctions may be imposed against a person who has engaged in abusive conduct:

1. Denial of any or all services other than the right to maintain a share account and the right to vote at annual meetings and special meetings.
2. Denial of services that involve personal contact with Credit Union employees.
3. Denial of access to the Credit Union premises.
4. Taking any other action deemed necessary under the circumstances that is not expressly precluded by the Federal Credit Union Act, Florida State Statutes, NCUA Rules and Regulations, or the Credit Union's Bylaws.
5. Expulsion from membership as permitted by applicable law.
6. Criminal prosecution and civil action for injunction and damages.

For purposes of this policy, "abusive conduct" includes, but is not limited to, any of the following conduct:

Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures; advances or propositions; unwanted romantic suggestions or overtures; uninvited touching; engaging in verbal abuse of a sexual, racial or ethnic nature; cursing or other abusive or vulgar, profane, or obscene language directed towards a Credit Union member, employee or volunteer; making graphic or degrading comments about an individual or his or her appearance; displaying sexually suggestive objects or pictures; wearing clothing which displays images or statements of a sexual, vulgar, profane or obscene nature, or "fighting words"; behavior which a reasonable person would deem offensive; conducting videotaping, sound recording or photography of any kind on the inside or outside premises of a Credit Union property without express prior consent; engaging in offensive or abusive physical contact; threatening physical violence expressly or impliedly; making false, vicious or malicious statements about any Credit Union employee or the Credit Union and its services, operations, policies, practices, or management; using profane,

abusive, intimidating, or threatening language towards Credit Union employees or fellow members; uncivil conduct or failure to maintain satisfactory or harmonious relationships with other members, employees and volunteers at the Credit Union; telephone calls, text messages or e-mails with such frequency as to amount to harassment, contacting Credit Union employees or volunteers at home without prior express consent; attempting to coerce or interfere with Credit Union employees in the performance of their duties at any time; causing or attempting to cause disruption of credit union business, including loud or obnoxious behavior on Credit Union premises; conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services; any posting, defacing, or removing notices or signs on Credit Union Premises; writing on Credit Union bulletin boards without management authorization; causing damage to Credit Union property; appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union; immoral conduct or indecency on Credit Union premises; deliberate or repeated violations of security procedures or safety rules; refusal to leave Credit Union premises upon request; inappropriate postings to proprietary social media (e.g., Launch Facebook, Twitter, etc.), that include messages or images which would otherwise violate this policy; possession, use or being under the influence of drugs or alcoholic substances on Credit Union premises; displaying weapons, or any hazardous or dangerous substance or device on Credit Union premises or at a Credit Union function; fighting on Credit Union premises or at a Credit Union function; or any behavior deemed to be contrary to the best interests of the Credit Union.

This list is not exhaustive and is only an example of types of behavior that may be viewed as “abusive” by the Credit Union. Behavior is determined to be “abusive conduct” in the sole discretion of the credit union.

Threats of bodily harm or any other illegal activity against any Credit Union employee, volunteer or other member will be reported to appropriate federal, state and/or local authorities.

These limitations shall not prohibit a member from exercising his or her rights under federal or state law or regulation (e.g., Regulation “E” or Regulation “Z”).

This policy shall be applied only to the actions of members that occur more than thirty (30) days after the adoption of the policy and notice to the membership through the Credit Union’s Website.

MEMBERS NOT IN GOOD STANDING

The Board of Directors has determined that members who are not in good standing with the credit union are contrary to the interests of the membership and the mission of the Credit Union.

This policy shall extend to any member “not in good standing” who seeks member services whether directly or indirectly through a Credit Union account. This policy shall

also apply to any person who has access to Credit Union services directly or indirectly through a member who is considered to be “not in good standing” with the Credit Union. A member will be considered to be “not in good standing” with this Credit Union if:

- The member fails to comply with the terms and conditions of any lawful obligation with this Credit Union or causes the Credit Union to suffer a “monetary loss” as defined below;
- The member manipulates or otherwise abuses Credit Union services or products to the detriment of the Credit Union’s membership; or
- The member engages in “abusive behavior,” as defined above, or otherwise injures any person or damages any property while on Credit Union premises or at any Credit Union function.

The determination of whether a member is in “good standing” with this Credit Union will be made at the sole discretion of the Senior Management of this Credit Union. Any member deemed to be “not in good standing” will be reported at the next regular board meeting. The CEO or his/her designee, on behalf of the Board, is hereby authorized to impose sanctions against any member not in good standing.

Any or all of the following sanctions may be imposed against a member not in good standing:

1. Denial of any or all services other than the right to maintain a share account and the right to vote at annual meetings and special meetings.
2. Taking any other action permitted by the Federal Credit Union Act, Florida State Statutes, NCUA Rules and Regulations, or the Credit Union's Bylaws.
3. Expulsion from membership as permitted by applicable law.

NONPARTICIPATION

The Board of Directors has determined that members who fail to participate in the affairs of the credit union are contrary to the interests of the membership and the mission of the Credit Union.

Nonparticipation means one or more of the following:

- Failure to vote in a Credit Union election and failure make a deposit and failure to make a loan payment within a 12 month period;
- Failure to maintain at least one share or a membership share at any time;
- Failure to maintain at least one active account (an account which is not dormant).

The CEO or his/her designee, on behalf of the Board, is hereby authorized to terminate any membership for nonparticipation. Prior to termination of membership, the member will be provided notice, by U.S. Mail sent to the member’s address on file, of the proposed termination and the reason for termination. If the member participates in the affairs of the credit union or provides a written promise to participate in the affairs of the credit union within 30 days after such notice is sent, the membership will not be terminated.

APPEALS

Any determination that a member has engaged in abusive behavior, or is not in good standing, or has failed to participate, may be appealed by the member by submitting a written appeal to the Board of Directors within 30 days after the determination is made. The Board of Directors may decide the appeal based on the written appeal, or may require the member to appear before the Board at a time set by the Board. All decisions of the Board are in the absolute discretion of the Board (subject to any limitations by applicable law), and are final.

DEFINITIONS

“Member services” or “services” are hereby defined as any products or services now or hereafter provided or sponsored by the Credit Union or otherwise made available to Credit Union members, which services shall include, but are not limited to: loans, deposit accounts, checking or share drafts, ATM services, online banking services, electronic fund transfer services, and other services.

A “monetary loss” to the Credit Union occurs when the Credit Union writes off as uncollectible any monies that the member owes, for whatever reason, to the Credit Union, or when the Credit Union suffers a loss as a result of the actions of a member, but does not include refunds or forgiveness of debt voluntarily given by the Credit Union.