

Deposit Account Agreement And Truth-in-Savings Disclosure

Effective: November 1, 2015

IMPORTANT DOCUMENTS
PLEASE KEEP FOR YOUR RECORDS

This credit union is federally insured
by the National Credit Union
Administration



**F&A Federal
Credit Union**

For Them it's Business.
For Us it's Personal.

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Deposit Account Agreement and Truth-in-Savings Disclosure

In this Deposit Account Agreement and Truth-in- Savings Disclosure (“Agreement and Disclosure”), the words “you,” “your,” and “yours,” mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing a Signature Card/Application for Membership (hereinafter, “Account Signature Card”) for one or more deposit account(s) with us. The words “we,” “us,” “our” and “Credit Union” mean F&A FEDERAL CREDIT UNION. The terms, conditions and information contained in the Account Signature Card, and all amendments thereto, are by this reference hereby incorporated in their entirety into this Agreement and Disclosure and become an integral part of this Agreement. This Agreement and Disclosure governs your accounts with us and related services, and replaces all prior agreements with the Credit Union regarding them. By signing the Credit Union’s Account Signature Card for your account or using your account or any service we provide, you will be considered to have received and agreed to this Agreement.

You should retain a copy of this Agreement (and any information that the Credit Union provides you regarding changes to this Agreement) for as long as you maintain your account with us.

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 may also ask to see your driver’s license or other identifying documents.

I. PAYMENT OF DIVIDENDS

The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, the Federal Credit Union Act and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

For all accounts except Money Market and Term Share (certificate) accounts, the Dividend Rate and Annual Percentage Yield (APY) may change every month as determined by the Credit Union's Board of Directors. For Money Market accounts, the Dividend Rate and Annual Percentage Yield (APY) may change every day as determined by the Credit Union's Board of Directors. For specific dividend rate(s) for each type of dividend-bearing deposit account, you will refer to the enclosed Dividend Rate Sheet, which is incorporated by this reference. You may also obtain an updated Dividend Rate Sheet at www.fafcu.org.

For all accounts except Term Share (certificate) accounts, dividends will be compounded daily and will be credited monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is January 31.

Dividends on Term Share (Certificate) Accounts are compounded daily and will be credited monthly and at maturity. See the section entitled TERMS AND CONDITIONS APPLICABLE TO ALL TERM SHARE (CERTIFICATE) ACCOUNTS for additional information.

If you close your account before dividends are credited, you will receive the dividends accrued through the day the account was closed.

Balance Computation Method: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account at the beginning of each day.

Dividends will begin to accrue one (1) business day after you deposit cash and non-cash items (e.g., checks) to your account.

II. TERMS AND CONDITIONS

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

1. You must be and remain a member in good standing to maintain any account. The par value of a share in this Credit Union is \$5.00. If you fail to complete the purchase of one (1) share within six (6) months of your

admission to membership, or within six (6) months from the increase in the par value in shares, or if you reduce your primary savings account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within six (6) months of the reduction, you may be terminated from membership at the end of a dividend period.

2. All accounts (except checking accounts) are not transferable except as defined in Regulation D (12 CFR Part 204). For all accounts except checking accounts, during any statement period, you may not make more than six (6) withdrawals or transfers to another credit union account of yours or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions. You may make an unlimited number of withdrawals from, or transfers among, your share accounts by mail, messenger, or in person at the Credit Union or at an ATM. You may also make an unlimited number of withdrawals from your share accounts through TellerTone24sm (our Audio Response telephone banking service) or Online Banking (our online banking service) if you request that we send you a check. If you exceed, or attempt to exceed, the transfer limitations set forth above in any statement period, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests as set forth in our *Schedule of Fees and Charges*, and we may reclassify or close the account. Products and services are subject to change or elimination.
3. Our delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit us from enforcing such terms and conditions at a later date.
4. We reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
5. We may refuse to follow any of your instructions, accept any deposit, or process any transaction, that in our sole judgment are illegal, fraudulent, inconsistent with our policies, or those of any of our third party processors, or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your, or what purports to be your, oral, written, or electronic instructions.

6. We reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account.
7. All payees listed on a check must sign the check that is deposited or cashed, and must be a joint owner on the account or have an account with F&A, present a valid Class I identification (e.g., California Driver's License) or have their endorsements guaranteed by another financial institution. All multiple party checks without proper identification are subject to being returned. Notwithstanding the foregoing, you authorize us, in our discretion, to accept transfers, checks, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more joint owners on the account, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements of any owners on any item that we take for collection, payment, or deposit to your account. You also authorize us to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was deposited to your account. All checks payable to multiple payees with the connecting word "and" requires each payee's personal endorsement. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorsers to be present, have valid identification, or to have their endorsements guaranteed before we accept the item.
8. You authorize us to accept deposits to your account at any time, from any party, made in any manner, without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by you. The Credit Union may also refuse to accept all or any part of any deposit.
9. You understand and agree that we use automated means to process checks and other items written on or deposited to your account. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after 6 months," "Void over \$50," "Payment in

Full," and the like), whether on the front or back, in any form or format. For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restrictions. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.

10. We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. item"). If we accept a non-U.S. item for deposit or collection, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. You agree that we may use our current buying and selling rate, as applicable when processing a non-U.S. item and may recover from any account you maintain with us any loss incurred by us as a result of our processing such an item for you. We reserve the right to place longer holds on non-U.S. items than the time frames specified in our Funds Availability Policy.
11. We have the right to charge back to or otherwise debit any account you maintain with us for any deposited item that is returned (and assess any associated fees and to reverse or recover any associated interest that may have accrued), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided we do not have actual knowledge that such deadline has expired or, having such knowledge, we conclude that: (1) the deposited item is returned in accordance with the laws governing your account or rule (including a clearing house rule); and/or (2) we have received a breach of warranty claim in connection with the deposited item.

We have the right to pursue collection of such deposited item, even to the extent of allowing the payor bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. We may, without notice to you, redeposit a returned deposited item and represent it for payment by any means (including electronic means), unless we have received instructions from you not to redeposit such deposited item. If we choose to redeposit the item, we may do so without telling you the item was not paid or that we are presenting it again. We may charge a fee for each deposited or cashed

check charged back to your account. We may, at our option, notify you, by telephone or in writing, if a check has been returned unpaid and a fee charged as set forth in our Schedule of Fees and Charges. We will have no liability for taking or failing to take any action to recover payment of a returned deposited item.

If one of your deposited items is returned with a claim that there is a breach of warranty (for example that it bears a forged endorsement or is altered in any way), we may debit your account for the amount of the item (plus any associated fees) and pay the amount to the claiming party. We are under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense.

We need not give you any prior notification of our actions with respect to the claim. You agree to immediately repay any overdrafts. We may create substitute checks from your deposited items to facilitate the forward collection of such items. You agree to indemnify and hold us and our officers, directors, employees, and agents harmless from all damages, losses, liabilities, expenses and fees (including reasonable attorneys' fees) arising out of or in any way connected with such substitute check, including without limitation, any claim based on image quality of such substitute check.

12. You acknowledge and agree that we may, at our option, choose to create and retain electronic copies of original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned and stored images of records will have the same effect as the original records.
13. We act only as a collecting agent for any items deposited to your account, and we do not assume any responsibility beyond the exercise of ordinary care. Any deposit that we accept and credit to your account is provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of the deposit and impose a Return Check fee as set forth in the Schedule of Fees and Charges. In addition, we may reverse or otherwise adjust any credit we believe we have erroneously made to your account at any time without prior notice to you. We are not responsible for any deposits or other transactions initiated by mail until the item is actually received by us. We will not be responsible for any deposits or other transactions during the course of delivery to us by any courier or other third party until the item(s) is/are actually received by us. We will not be liable for the negligence or willful misconduct of any correspondent (any financial institution, processor, agency or company involved in the collection process).

You agree to indemnify and hold the Credit Union harmless from and against any and all liabilities resulting from an item placed for collection.

14. We will mail, send electronically, or otherwise make available to you, your statements for your account, notices and other information regarding your account (collectively "account-related information") to the postal or electronic address of the owner as reflected in our records for your account. If there is more than one owner on your account, we may send account related information to any one of them. If your account is in a combined statement, your statement will be sent to the address associated with the savings account in the combined statement.

Mailed account-related information will be deemed to have been delivered the second business day following the day account-related information was mailed. Account-related information made available electronically will be deemed to have been delivered when we make it available to you.

You will exercise reasonable care and promptness in examining your statements. You must promptly notify us of, and reimburse us for, any erroneous credit to your account. Within thirty (30) days after we mail or otherwise make statements available to you, you must notify us of any claim for credit or refund due to an unauthorized transaction. For purposes of this Agreement, an unauthorized transaction is a transaction that was not authorized by you, including but not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, or an alteration, or otherwise a transaction that was not authorized by you. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if: (1) we suffer a loss on the item because of your failure; or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us.

If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the item(s) will be allocated between us and you to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized transaction within one (1) year after your statement or the item(s) has/have been made available to you, you cannot recover from us, even if we failed to exercise ordinary care in paying the item(s).

15. Unless otherwise prohibited by the laws governing your account, if two or more account-related information documents are returned, or, in the case of online statement email notifications the email notice is returned undeliverable, we may classify your account as “inactive.” This means we may discontinue sending and may destroy account-related information sent to you until you provide a valid postal or electronic address to us.

16. Any written notice you give to us is effective when it is actually received by us. Any written notice we give to you is effective on the date we deposit such notice in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address, or, if you have agreed to receive notices from us in an electronic format, any notice we give to you is effective on the date we make the notice available to you in an electronic format. Notice to any one account owner is considered notice to all owners of the account.

17. We agree to investigate non Regulation E transactions you have reported to us as unauthorized (a “claim of unauthorized transaction”). You agree to: (1) submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction (in an affidavit form approved by us, if so requested); (2) file a police report; (3) complete and return to us any documents requested of you; and (4) in all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction. Refer to the Electronic Services and Wire Transfers Disclosure and Agreement for Regulation E transactions.

We reserve the right to reverse any credit made to your account if you fail to sign such documents, cooperate fully with our investigation of your claim of unauthorized transaction or our efforts to recover funds related to your claim of unauthorized transaction or if we determine that the transaction that gave rise to your claim of unauthorized transaction was proper.

18. We or you may close any of your account(s) at any time. You understand and agree, however, that our authority may not be changed or terminated except by written notice to us, which will not affect prior transactions. If an account is closed, we may send the collected balance on deposit in your account by regular mail to your most recent address shown in our records. Items presented for payment after the account is closed may be dishonored. We may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account;

(3) there is a dispute as to the ownership of the funds in your account; (4) any checks are lost or stolen; or (5) we deem it necessary in order to prevent a loss to us.

19. If we receive conflicting claims regarding funds in your account(s), including, but not limited to, disputes between joint owners, a payee, a beneficiary of a trust account or a payable-on-death account, or any other person claiming an interest to funds in your account, we may, without liability to you and in our sole and absolute discretion take one or more of the following actions: (1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (3) interplead all or any portion of the funds from an account into an appropriate court for resolution; or (4) restrict the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing us to distribute the funds. We may charge your account for expenses (including attorneys’ fees and expenses) and fees we incur. In addition, if we receive written notice from any account owner that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners.

Such written notice(s) shall become effective only upon receipt and after we have had a reasonable opportunity to act thereon.

20. We reserve the right to close any account(s) terminating your membership should we discover that any of your accounts or any other accounts with us have been deliberately manipulated by you to our detriment, or to the detriment of any other accountholder. “Manipulation” includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation CC hold periods and/or “interest float” to our detriment.

21. In order for us to service your account or to collect any amounts you owe, you agree that we may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone

dialing system. You further agree that, in order for us to service your account or to collect any amounts you owe, we may send emails to you at any email address you provide to us.

22. You acknowledge that we may be obligated to report cases of actual or suspected financial abuse of elders or dependent-care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required under applicable law, we have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against all damages, losses, liabilities, expenses and fees (including reasonable attorneys' fees), arising out of or related to any action or inaction related to the matters described in this paragraph.
23. We may rely solely on our records to determine the form of ownership of your account. We may presume that any person named in addition to you in our records for your account owns the funds in your account with you as a joint owner, unless our records indicate that the person has some other relationship to the account.
24. We may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this Agreement and Disclosure, any Term Share (Certificate) Account Agreement and Disclosure, and/or the Account Signature Card, shall be valid and discharge us from liability. Without limitation to the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.
25. We reserve the right to require you to give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any account except Checking Accounts.
26. You understand and agree that Individual, Joint, and Pay-on-Death accounts may be subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
27. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a

new Account Signature Card(s) and we may assign a new account number. The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint account.

Owner(s) agree that any and all sums on deposit shall be subject to withdrawal or receipt by any owner and any such payment shall be valid and discharge us from any liability.

28. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address or legal name change. You may notify us in person at our office, online via Online Banking or by sending a written and signed notice to F&A Federal Credit Union at 2625 Corporate Place, Monterey Park, CA 91754. In the event that you fail to do this, a charge may be made to your account for the actual cost of a necessary locator service paid to a person or business normally engaged in providing such service and incurred in determining your address. This charge will be imposed as set forth in the Schedule of Fees and Charges. An administrative hold may also be placed on the funds in your account(s) if mail is returned to us.

For a legal name change you must complete a new signature card and provide valid proof of the name change.

29. You agree to notify us immediately of the death or court declared incompetence of any owner of your account. You agree to inform each owner of your account of the obligation to notify us of such an event as well. If you die or are declared legally incompetent, we can continue to accept and collect items deposited to your account until we know of your death or adjudication of incompetency and have a reasonable opportunity to act.
30. All non-cash payments shall be credited subject to final payment on the day of deposit. Your right to withdraw the funds represented by certain checks, savings or other items you deposit may be delayed for several days. You will be notified if your right to withdraw will be delayed. Please refer to the Credit Union's Funds Availability Policy for further details.
31. You agree that we will not be responsible for any damages you incur in the event you deposit an item with us which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by you or a prior endorser.
32. You authorize us to accept and pay any check without regard to the date of the check. We are under no obligation to pay a check which is presented more than six (6) months after its date, but we may do so at our discretion and charge your account without liability,

even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. You agree that we are not required to identify stale-dated checks or seek your permission to pay them.

33. All accounts are subject to our Schedule of Fees and Charges, which accompanies this Agreement and Disclosure and is incorporated by this reference. We shall debit such charges against any account you own (including accounts on which you are a joint owner) except your IRA Accounts. Only fees related to an IRA Account will be deducted from an IRA Account. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
34. State law establishes procedures under which unclaimed property must be surrendered to the state. In the State of California, funds in your account are considered unclaimed if a period of three (3) years has elapsed since the last time you:
 - a. Increased or decreased the amount of funds on deposit with us or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your accounts with us;
 - b. Corresponded in writing or electronically with us concerning the funds on deposit; or
 - c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with us.

The funds in your deposit account will not be surrendered to the state, however, if, during the previous three (3) years, you have owned another deposit account (or individual retirement or similar account) with us and, with respect to that deposit account, you have done any of the acts described in paragraphs (a), (b), or (c) above (or, with respect to an individual retirement or similar account, you have increased or decreased the principal, accepted payment of principal or income, or corresponded electronically or in writing concerning the property or otherwise indicated an interest), and, with regard to the funds in the deposit account that would otherwise be surrendered to the state, we have “communicated” (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with you at the address to which communications regarding the other deposit account are regularly sent.

We may charge a fee for mailing you a notice regarding your unclaimed property as set forth in our Schedule of Fees and Charges. To recover funds turned over to the state, you must file a claim with the state of the residential address we have on file.

35. Our relationship with you concerning your account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between us and you.
36. We may but are not obligated to transfer funds from your share accounts or loan accounts on your written, oral, or electronic request. You understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. You agree that any such transfers shall be in the exact amount authorized and will be processed only on our business days. If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will occur when sufficient funds become available.
37. Cash withdrawals made in-person at a branch are limited to \$4,999.99 a day. Arrangements for large cash withdrawals may be made with an F&A representative at the branch location of our choice. Large cash withdrawal requests normally take at least seventy-two (72) hours to process. You understand and agree that you will be responsible for all fees that may be assessed by a third party on the Credit Union in connection with your request (e.g. cash delivery charges). In addition, you may be asked to sign a form releasing us from any liability. For the safety of both staff and members, we do not keep large amounts of cash at branch locations.
38. Federal law requires us to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
39. We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account and that these records will be available to you for the time period required by law. You agree to pay applicable fees as listed in our Schedule of Fees and Charges for these copies.
40. You understand and agree that we must comply if we are served with any notice of garnishment or of attachment, tax levy, withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to your account that we know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. You direct us not to contest any such notice of legal process and understand that we are under no obligation to notify you of the legal process and will not notify you if prohibited by law. We may charge a Compliance with Legal Process fee, as set

forth in our Schedule of Fees and Charges and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. You understand and agree that if a subpoena or legal process requires us to release information about an owner and/or signer on an account, we must comply with such request and the information released pursuant to such subpoena or legal process may include information about other owners and/or signers on the account, even if their information was not expressly requested by the subpoena or legal process.

41. You understand and agree that you are not permitted to place a stop payment on a cashier's and/or a Credit Union official check unless the cashier's check or Credit Union official check is lost, stolen or destroyed. In the event that a cashier's check or Credit Union official check is lost, stolen or destroyed, in order to effectuate a stop payment, you must execute and deliver to us a written Declaration of Loss and Claim for Reimbursement ("Declaration of Loss") and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act thereon. You further understand and agree that the Declaration of Loss is not immediately enforceable upon your submission. Specifically, you understand and agree that, pursuant to the California Uniform Commercial Code, we will not process your stop payment request until the later of (1) the time the Declaration of Loss form is properly delivered to us by you, or (2) the 90th day following the date of the cashier's check or official check. We may, however, in our sole and absolute discretion, process your stop payment request sooner. You agree to defend, indemnify, and hold us harmless from and against any loss or claim arising out of our attempt to, or stopping payment on, such cashier's check or official check.
42. You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences with you to others.
43. It is your responsibility to protect the account numbers and electronic access devices (e.g., a Visa Debit Card) we provide you for your account(s). You agree not to discuss, compare or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks and functions like an authorized check. If you furnish your account number

or access device and grant actual authority to make transfers to another person (a family member or friend, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number to anyone for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen.

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account and you decline those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered.

44. Federal law requires that we obtain and have certified by you a Taxpayer Identification Number (TIN) on all accounts. We will not open an account without this identification number. To avoid backup withholding tax on accounts that earn interest or dividends, you must submit Internal Revenue Service (IRS) Form W-9 or Form W-8BEN and supporting information and/or documentation to us.

Upon the death of the primary owner, we must be provided with the estate's or successor's TIN or we may either refuse to pay interest earned on the account since the date of the death or withhold a portion of the interest that has been earned on the account since the date of the death.

45. We may, without prior notice and when permitted by law, exercise our right of setoff against any of the funds in any of your accounts against any debt (whether or not matured, due, payable, in default or accelerated) or obligation that you owe us, now or in the future, by any of you having the right of withdrawal.

This right of setoff does not apply if prohibited by law. For example, we will not exercise our right of setoff: (1) against an Individual Retirement Account (IRA) or similar tax-deferred account, or (2) if the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest). We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against your account. You

agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff. You also grant us a security interest in each account you own to secure any debt that you owe, or may owe, us now or in the future.

We will also have the right to place an administrative hold on such funds pending setoff. We may apply all funds in a joint account to satisfy a debt owed to us by any one or more of the joint owners. In addition, we may, after the death of any account owner, setoff against a joint account or an account with payable-on-death (POD) beneficiaries the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner's death.

Moreover, you knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in your account to the maximum extent permitted by applicable state and federal law.

46. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
47. An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement and Disclosure or by law with respect to your account must be commenced within one year after the cause of action.
48. You agree to indemnify, defend, and hold us and our employees harmless from and against every claim, demand, action, cost, loss, liability, and expense including, without limitation, attorneys' fees, collection costs, skip-tracing fees, and outside services fees, which we incur by acting in accordance with this Agreement and Disclosure or as a result of your failure to abide by its terms.
49. Your account will be governed by California law to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.
50. If you choose to appoint an agent to act on your behalf pursuant to a power of attorney ("POA"), we may rely on instructions provided by the agent and will have no liability or responsibility to verify the transactions. The POA will be properly executed, facially valid under California law and the form of appointment must be acceptable to us. In accordance with the terms of the POA, the agent you designate to act on your behalf will

be authorized to transact business on your account(s) pursuant to the terms of such POA.

Notwithstanding the foregoing, we reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA. You further agree that unless prohibited by law, we may refuse, with or without cause, to accept or otherwise act under a POA, which you grant to others.

If we choose to accept the POA, you understand and agree that we may act under the terms of such POA and to the extent permitted by law; revocation of the POA will not become effective until we have received written notification thereof. You agree to indemnify and hold us harmless for any claims that may arise against us because of our reliance on a POA.

We are not liable for any transactions by an agent for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the agent, or you are adjudicated totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

51. You agree to pay our costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss.
52. You agree that your telephone communications with us may be monitored and recorded to improve member service and security.
53. If we receive a deposit for your account, you agree that we do not have to provide you with notice of the deposit other than by reflecting the deposit in your next regular deposit account statement, even if the Automated Clearing House (ACH) or wire transfer rules would otherwise require such a notice. Further, you understand and agree that no interest liability will arise under California Uniform Commercial Code Section 11404(b) even if no special notice is sent to you.
54. You understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information you share or information discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights.
55. We and you agree to attempt to informally settle any disputes affecting your accounts which might arise under this Agreement.

56. YOU UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.

ACCOUNT OWNERSHIP AND BENEFICIARY DESIGNATION:

The following rules apply depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We may also refuse to open an account for any reason. We make no representations as to the appropriateness or effect of the ownership and beneficiary designation, except as they determine to whom we pay the account funds.

1. **Single-Party Account.** A single-party account is an account owned by one member. A single-party account is also referred to as an individual account.
2. **Multiple-Party Account.** A multiple-party account is an account owned by two or more persons. A multiple-party account is also referred to as a joint account. All joint owners agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s), including all dividends thereon, if any, are and will be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions. Being a joint owner of a member's account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

Unless otherwise agreed in writing between you and us, each joint owner, without the consent of any other joint owner, may, and hereby is authorized by every other joint owner, to conduct any transaction permitted under this Agreement, including without limitation: (1) to withdraw all or any part of the account funds; (2) to pledge the account funds as collateral to us for any obligation, whether that of one or more joint owners; (3) to endorse and deposit checks and other items payable to any joint owner; (4) to give stop payment

orders on any check or item, whether drawn by that joint owner, or not; and (5) to close sub account(s), with the disbursement of account proceeds as instructed by the joint owner. Unless otherwise agreed in writing between the joint owners, if a request is made to alter the terms of the account and it is not signed by all of the joint owners on the account, we may in our discretion refuse to honor the request if it would change our obligations or rights under this Agreement.

Your obligations under this Agreement are joint and several. This means that each joint owner is fully and personally obligated under the terms of this Agreement, including liability for overdrafts, irrespective of which joint owner benefited from the withdrawal.

3. **Payable-on-Death Designation.** A POD account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetime, and upon the death of the last account owner, payable first to us to the extent of any outstanding matured or unmatured debts owed to us by you, and second, to your designated POD payee(s). If the account is a joint account, all sums are payable to one or more account owner(s) during their lives and on the death of all of them, first to us to the extent of any outstanding matured or unmatured debts owed to us by any of you, and second, to one or more POD payees then surviving in equal and undivided shares. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship and disbursement shall be made in equal shares to each of the beneficiaries. Any POD designation shall not apply to Individual Retirement Accounts (IRAs) which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.
4. **Rights at Death.**
 - **Individual Account Without Payable-on-Death Designation.** Upon the death of the owner, ownership passes to the deceased owner's estate.
 - **Individual Account With Payable-on-Death Designation.** Upon the death of the owner, ownership passes to the designated POD beneficiary(ies) and is not part of the deceased owner's estate.
 - **Multiple-Party Account Without Payable-on-Death Designation.** Upon the death of an account owner, ownership passes to the surviving account

owner(s). Upon the death of the last surviving owner, ownership passes to the last surviving owner's estate.

- **Multiple-Party Account With Payable-on-Death Designation.** Upon the death of the last surviving owner, ownership passes to the designated POD beneficiaries and is not part of the last surviving owner's estate.

For multiple-party accounts, a surviving owner's ownership interest is subject to the Credit Union's right of setoff for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

TERMS AND CONDITIONS APPLICABLE TO ALL CALIFORNIA UNIFORM TRANSFER TO MINORS' ACT (UTMA) ACCOUNTS:

1. The transferor/custodian is opening an account as custodian for the minor named on the Account Signature Card under the California Uniform Transfers to Minors Act. The transfer of money to the minor named on the Account Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.
2. You acknowledge that by signing the Account Signature Card, you have received the funds deposited to the account as custodian for the minor named herein under the California Uniform Transfers to Minors Act and you agree to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions of the Account Signature Card. We have no duty whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the minor's benefit.
3. For this type of account, the minor's Social Security Number/Tax Identification Number is used for the Backup Withholding Certification.
4. You may not pledge any or all of the shares on deposit in the account as security for any loan(s).
5. The successor custodian named on the Account Signature Card shall serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.
6. Custodial accounts are not subject to the Multiple Party Accounts Law.
7. You, as custodian, agree to indemnify and hold us harmless from and against any and all loss, costs,

damage, liability, or expense, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by any beneficiary with respect to the authority or actions taken by you in handling or dealing with the account.

8. Upon turning 18 the account may be closed and all funds on deposit will be sent to the person that is listed as the minor. If we do not receive an updated signature card with valid identification **within sixty (60) days** your account may be closed.

TERMS AND CONDITIONS APPLICABLE TO MINOR SAVINGS ACCOUNTS AND MINOR CHECKING ACCOUNTS (NOT UTMA):

1. Minor Savings Accounts and Minor Checking Accounts (collectively, a "Minor Account") are offered to eligible members between the ages of thirteen (13) and seventeen (17). Minor Savings and Checking Accounts are dividend earning accounts.
2. For Minor Accounts, the minor's Social Security Number/Tax Identification Number is used for the Backup Withholding Certification. A parent or legal guardian must be a joint owner on the account for as long as it is open. The joint owner must qualify for and maintain in good standing a separate Savings Account in his or her own right.

The parent/legal guardian understands and agrees that he/she is responsible and legally liable for any and all transactions on the Minor Account for as long as it is open, even after the minor reaches the age of eighteen (18). For Minor Checking Accounts, parent/legal guardian expressly authorizes the Credit Union to issue a VISA Debit Card to the minor in connection with opening a Minor Checking Account.

Without limitation to the foregoing, parent/legal guardian understands and agrees that he/she is responsible and legally liable for: (1) any withdrawals on the Minor Account made by the minor by ATM, TellerTone24 (TT24), online banking, or otherwise; (2) any overdrafts or negative balance on the Minor Account created by the minor by whatever means; and (3) any claims by third parties upon the Minor Account, the Minor Account funds, and/or any other matter related to Minor Account transactions(s) by the minor. Parent/legal guardian warrants and represents that, should it be necessary to fulfill the foregoing responsibilities, parent/legal guardian has funds available in other checking or savings accounts with the Credit Union.

3. A minor is permitted to have multiple Minor Accounts.

4. The minimum deposit required to open a Minor Account is \$5.00.
5. Overdraft protections (such as linking to a savings account or a VISA® Line of Credit) are available on Minor Accounts. Any items returned unpaid because of insufficient funds in a Minor Account will be subject to nonsufficient fund fees (NSF). Each joint account owner is jointly and severally responsible for paying any overdrafts created by the other account owner(s), whether or not the joint account owner participated in the transaction or benefitted from its proceeds.
6. Upon the minor attaining the age of 18, the Credit Union will notify the minor at the minor's address, as reflected in the Credit Union's records, that the minor may no longer maintain the Minor Account and the minor will be advised to complete an updated signature card. If the minor fails to respond to the Credit Union's communication within sixty (60) days, the Credit Union reserves the right to close the Minor Account and mail any funds on deposit to the minor's address of record.

TERMS AND CONDITIONS APPLICABLE TO ALL TRUST ACCOUNTS:

1. If you are a trustor/trustee and want to establish an account in connection with a written trust instrument, we may require you to provide us with a notarized trust certification confirming your authority as a trustee prior to opening the account.
2. We are not required to know, understand, interpret, or enforce the terms of your written trust instrument.
3. You acknowledge that the account is governed by the applicable terms and conditions set forth in this Agreement and Disclosure and by the terms and conditions set forth in the "Application and Agreement for Credit Union Account in the Name of Trustee(s)" you will be asked to sign when the account is opened.
4. Trust accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS:

1. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement or as executors, administrators, conservators, or guardians under court orders. By the authority vested in you as a fiduciary, you, acting individually or jointly, are authorized and empowered

to transact business of any character in connection with this account. Your authority shall continue in force until written notice to the contrary is received by us.

2. If the account is opened as a blocked account, you understand and agree that you shall file with the court a written receipt including an agreement with us that the funds in the account, including any dividends, shall not be withdrawn or pledged except upon court order.
3. You may not pledge any or all funds on deposit in the account as security for any loan(s).
4. Fiduciary accounts are not subject to the Multiple Party Accounts Law.

TERMS AND CONDITIONS APPLICABLE TO ALL REGULAR SHARE ACCOUNTS:

1. A regular share account is our primary savings account which is required to be established by every member. The minimum deposit required to open a regular share account is the purchase of a \$5.00 share.
2. There are no monthly service fees on this account and no minimum balance required to earn the disclosed Annual Percentage Yield (APY).
3. There is no minimum withdrawal amount for transfers or to request a check.

TERMS AND CONDITIONS APPLICABLE TO ALL YOUTH SAVINGS ACCOUNTS:

1. There is no minimum age requirement to open this account.
2. There is no minimum deposit required to open a Youth Savings account.
3. Limit one Youth Savings account per membership.
4. There are no monthly service fees on this account and no minimum balance required to earn the disclosed Annual Percentage Yield (APY).
5. There is no minimum withdrawal amount for transfers or to request a check.
6. Maximum age for maintaining this account is 22 1/2 years old.
7. Maximum age for maintaining this account is 26 1/2 years old when enrolled to receive paperless eStatements.
8. After the maximum age is attained or if the account reverts back to receiving paper statements after age 22 1/2, all funds and dividends will be transferred to your regular share account and this account will be closed.
9. Youth Savings is not available on custodial accounts.

TERMS AND CONDITIONS APPLICABLE TO ALL HOLIDAY CLUB ACCOUNTS:

1. The minimum deposit required to open a Holiday Club Account is \$25.00.
2. There are no monthly service fees on this account and no minimum balance required to earn the disclosed Annual Percentage Yield (APY).
3. There is no minimum withdrawal amount for transfers or to request a check.
4. You may not pledge any or all of the shares on deposit in the account as security for any loan(s).
5. The shares deposited into this account are not available for withdrawal until the second Friday of November. On the second Friday of November, the balance of your Holiday Club Account will automatically transfer into your checking account, or in the absence of a checking account, then into your regular share account. Two withdrawals prior to the annual disbursement date stated above will be permitted. Additional withdrawal requests may result in your Holiday Club Account being closed.
6. If the balance of your Holiday Club account remains below \$25.00 for three (3) consecutive months, the Holiday Club Account may be closed and all funds transferred to your regular share account.

TERMS AND CONDITIONS APPLICABLE TO CHECKING ACCOUNTS:

1. There is no minimum deposit required to open a checking account.
2. For all dividend-bearing checking accounts there are no monthly service fees and no minimum balance is required to earn the disclosed Annual Percentage Yield (APY).
3. We may, at our discretion, but are not obligated to nor shall we be liable for refusal to pay funds from this account:
 - a. When such payment would draw the account below the minimum balance for the account as established from time to time by us.
 - b. If drawn by means not authorized in advance by us.
 - c. Against checks presented over six (6) months past their issue dates.
4. We may pay and charge to your applicable account, checks or other debit items ("items") drawn by and payable to any person, organization, association or

corporation whom you have authorized by providing sample Magnetic Ink Character Recognition (MICR) encoded information identifying your account, provided there are sufficient funds in your account to pay such items. You agree that our rights in respect to such items shall be the same as if it were an item drawn and signed by you personally. This authority shall remain in effect until revoked by you in writing (to us and to the agency to which the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we shall be fully protected in honoring such items. You further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, we shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to you of any kind.

5. If we have made good-faith payment to a holder, we may charge your account according to:
 - a. The original terms of your check; or
 - b. The terms of your completed check unless we have notice that any such completion is improper.
6. You, or any other person authorized to draw on the account, may request a stop payment of any check payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. You may also stop payment on a line of credit check. Your stop payment request must include the account number, check number, exact amount, check date, and name of payee. This information must be exact because stop payment orders are processed using automated means. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. A stop payment fee will be assessed for each stop payment as set forth in our Schedule of Fees and Charges. If you make a stop payment request orally, the request shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order was effective. We are not obligated to notify you when a stop payment order expires. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request.

You may not stop payment on completed electronic point-of-sale transactions, and, except under certain limited circumstances, cashier's checks, certified checks, or checks issued or guaranteed by us. You assign to us all rights against the payee or any other

- holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You agree to indemnify, defend, and hold us harmless for all claims, actions, and damages related to or arising from our action in stopping payment of any check pursuant to your request.
7. Your death, dissolution or incompetence shall not revoke our authority to accept, pay or collect a check or to account for proceeds of its collection until we know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by us. You shall notify us if any of you die, become incapacitated, or your organization is dissolved.
 8. If we have paid a check under circumstances giving a basis for objection by you, we shall be subrogated to the rights of:
 - a. Any holder in due course on the check against the drawer or maker; and
 - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
 - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the share draft arose.
 9. In the event of wrongful dishonor which occurs by mistake, our liability shall be limited to actual damages you prove. In the event of a dishonor of any check or other debit on your account, our determination of whether sufficient funds exist in your account may be made at any time between the time the item is received and the time it is returned.
 10. You agree that in the event you draw a check on your account with us, that you will hold us harmless and indemnify us from any liability you incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by you or a prior endorser that obscure any depository endorsement placed by us or our agent.
 11. We may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any owner of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by any of you whether or not any of you participate in the transaction or benefit from its proceeds.
 12. You may not pledge any or all of the funds on deposit in this account as security for any loan(s).
 13. You will notify us immediately at 800-222-1226 if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.
 14. You acknowledge that we do not sell checks. As a convenience to you, we will submit your initial order and any reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and any reorders, the printer will mail the checks either directly to you or to you in care of us. You authorize us to charge your checking account for the cost of checks ordered through us, plus applicable sales tax and shipping costs at the fee set forth in the Schedule of Fees and Charges. You are responsible for verifying the accuracy of all information appearing on your checks, whether you order them through us or elsewhere. You agree to imprint only those names of authorized owners on your checks.
 15. We may provide you with temporary checks that include the exact MICR line, including routing number and account number, necessary for the proper processing of your checks. You are responsible for ensuring that any checks you use to draw on your account include this same MICR encoding. You understand that it is your responsibility to ensure that checks you order from any third party printer are printed in accordance with applicable standards set by the American National Standards Institute (ANSI) for font, paper, toner, and positioning. You understand that if checks you write do not have the correct routing number, they may not be properly posted, and that if any other part of the encoding is incorrect, posting of the checks may be delayed.
 16. Paid checks remain the property of the Credit Union upon payment and are not returned to the account owner(s) with periodic statements. Checks are imaged on both sides and stored for seven (7) years from date of posting. You may request and we will provide you with a copy of a requested item within a reasonable time. Imaged checks are also available on our online banking system. We will not charge you for the first two copies of items you request appearing on any statement. Additional copies will be subject to an assessment of a fee as set forth in our Schedule of Fees and Charges. If

you have not ordered your F&A Federal Credit Union checks through our approved check vendors, you understand and agree that we are not responsible for the quality of any check copy that you request from us. If at any time you should use checks printed by a check vendor that was not approved by us, we reserve the right to reject any check of poor quality. Check orders will be charged to your checking account.

17. A postdated check is one which bears a date later than the date on which the check is written. We may refuse to accept postdated checks. However, in the event that we accept such checks, we may charge against your account a postdated check even though payment is made before the date of the check.
18. All checks written on your account must be drawn in U.S. dollars.
19. If a transaction involves a remotely-created check, we reserve the right to accept or reject the item for deposit into any of your accounts. If you deposit a remotely-created check into any of your accounts, you represent and warrant to us that you have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which you have deposited into your account is returned by the drawee-payor bank for any reason, you agree that we may debit your account for the amount of the item, plus any applicable fees. If the debit causes your account to be overdrawn, you agree to pay the overdrawn amount on our demand. For purposes of this Agreement and Disclosure, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
20. Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.

TERMS AND CONDITIONS APPLICABLE TO ALL MONEY MARKET ACCOUNTS:

1. The minimum deposit required to open this account is \$2,500.00. Additional deposits may be made by you in any amount. This type of account has a variable, tiered-rate feature. The minimum balance requirements for each tier and the corresponding dividend rates and Annual Percentage Yields (APYs) are set forth on the Dividend Rate Sheet. We pay the stated dividend rate on the portion of the balance within the specified tier. The minimum balance requirements to obtain the APY

are set forth on the Dividend Rate Sheet.

2. You must maintain a minimum daily balance of \$2,500.00 in your account to obtain the lowest disclosed APY.
3. You may not pledge any of the shares on deposit in the account as security for any loan(s).
4. If the account balance falls below \$2,500, the account may be closed and the funds transferred to your primary savings account.
5. This account has check privileges. You are permitted to write a maximum of six (6) checks per month. If you attempt to exceed this limit, additional checks may be returned.

TERMS AND CONDITIONS APPLICABLE TO ALL TERM SHARE (CERTIFICATE) ACCOUNTS:

Term share (certificate) accounts ("Account") are fixed-rate accounts and are non-negotiable and non-transferable. The Minimum Balance required to open this Account, the Dividend Rate and the APY are set forth on the Dividend Rate Sheet or in the Receipt which we will provide to you when the Account is opened. Although credited dividends may be withdrawn or transferred at any time without the assessment by us of an early withdrawal penalty, the disclosed APY assumes that dividends will remain in the Account until the Maturity Date. The Maturity Date will be shown on the Receipt provided to you when the Account is opened. An early withdrawal will reduce earnings.

Dividends

The dividend period on this Account is annual, beginning on the date the Account is opened and ending on the stated Maturity Date, unless renewed. Dividends will be compounded daily and will be credited monthly and at maturity. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the Account at the beginning of each day. Dividends will begin to accrue on the business day non-cash items (e.g., checks) are deposited to the Account. If the Account is closed before dividends are credited, dividends accrued through the day of closure will be paid, subject to any early withdrawal penalty.

Transaction Limitations

The minimum balance required to open this Account and to earn the APY is set forth on the Dividend Rate Sheet. After the Account is opened, additional deposits to the Account will not be permitted until the Maturity Date with the following exception: a one-time additional deposit can be made to an Account with a term of no less than six (6) to no more than seventeen (17) months and only in an amount

that does not exceed the original deposit. The Maturity Date, Term and Dividend Rate of the Account will not change with this one-time deposit. This one-time additional deposit feature does not apply to “Jumbo” Accounts.

Early Withdrawal Penalties

The Account will mature on the Maturity Date set forth in the Receipt. The Credit Union will impose a penalty if a withdrawal of principal is made prior to the Maturity Date, as set forth below:

- a. For Accounts with a maturity of less than one year the penalty shall be the lesser of all dividends earned for 90 days on the amount withdrawn, or all dividends earned on the amount withdrawn since the date of issuance or renewal.
- b. For Accounts with a maturity of one year or more, the penalty shall be the lesser of all dividends earned for 180 days on the amount withdrawn, or all dividends earned on the amount withdrawn since the date of issuance or renewal.
- c. In accordance with Federal Reserve Board Regulations, the Credit Union may charge an early withdrawal penalty of seven (7) days’ dividends on amounts withdrawn within the first six (6) days after deposit or automatic renewal.

Except as set forth below, in case of early withdrawal of the principal amount which reduces the balance below the minimum balance, the Account shall be cancelled and the above penalties shall be imposed upon the entire principal amount.

Early Withdrawal Penalties Will Not Apply To:

- a. Withdrawals of credited dividends.
- b. Withdrawals made subsequent to the death of any owner of the Account.
- c. Withdrawals made pursuant to Article III, Section 5(e) of the Federal Credit Union Bylaws (effect of termination of membership).
- d. Withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.

Renewal Policies

This Account will automatically renew upon the Maturity Date unless on that date or within the seven (7) day grace period after maturity you prevent the renewal by withdrawing all of the funds in your account. If automatically renewed, the Account will be renewed for a term equal to or closest to that of the initial term and at the Dividend Rate and APY in effect at that time for such a term. If automatically renewed, all funds in the Account as of the renewal date are considered to be principal. If the certificate is no longer offered at the

time of renewal, the funds will be transferred to your regular share account.

Other Terms and Conditions

This Account is not transferable, except as defined in 12 CFR 204. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.

The type of ownership selected for this Account may make the Account subject to the Multiple Party Accounts law. If this Account is issued in two or more names the joint owners agree with each other and with the Credit Union that all sums now paid in or heretofore or hereafter paid in by any or all of them, including all dividends, are and shall be owned by said owners jointly and equally regardless of their net contributions with right of survivorship and shall be subject to withdrawal or receipt by any of them or their survivor or survivors. It is agreed that any such payment shall be valid and shall discharge the Credit Union from any liability. The Credit Union is not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the Account.

The owner(s) agree that the Credit Union may:

- a. Pay out funds or transact any business pertaining to this Account with the signature of any one of the account owners or the signature of any designated agent(s).
- b. Mail all statements and notices to the address on file unless advised otherwise in writing by joint owner(s) or unless you have elected to receive your statements and other notices electronically.

Excluding IRAs and term share (certificate) accounts opened pursuant to a limited time only promotion, the owner(s) may pledge ninety percent (90%) of the principal on deposit in this Account as security for any loan(s) subject to the then current loan policies. Further, a pledge of funds in this Account by any owner shall be binding on all owners.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL RETIREMENT ACCOUNTS:

1. The minimum deposit required to open and maintain this account is \$100.00 (\$1,000.00 for term share [certificate] IRA accounts). Additional deposits are permitted to contributory IRAs only.
2. You may not pledge any of the funds on deposit in the account as security for any loan(s).
3. Certain federal and state penalties may apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state laws and regulations, which are incorporated by this reference.

4. An IRA is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the Individual Retirement Account Agreement and Truth-in-Savings Disclosure, which by this reference is incorporated into this Agreement and Disclosure. When you open your IRA, the Individual Retirement Account and Truth-in-Savings Disclosure will be provided to you in accordance with applicable law.
5. Funds in an Individual Retirement Account will be considered abandoned and will be turned over to the state if you have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
 - a. Increased or decreased principal;
 - b. Accepted payment of principal or income (dividends);
 - c. Corresponded electronically or in writing with us concerning the funds or otherwise indicated an interest therein.

III. LIABILITY FOR OVERDRAFTS:

General. You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a transaction. We encourage you to manage your funds responsibly. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the outstanding transactions you may have authorized (such as outstanding checks or automatic bill payments you have authorized), as your available balance (discussed in more detail below) will not reflect these transactions until they are paid from your account. You should not assume that you can avoid overdrafting your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal. Refer to the section entitled “Funds Availability Policy” for complete details.

“Overdrawing” your account means that your account balance, minus any deposits you have made that are not yet available, and minus any holds on your account, is less than \$0 or that your available balance is not enough to pay all the items that have been presented to us on a business day. Some transactions that can result in an overdraft in your checking account include, but are not limited to: (1) the payment of checks, electronic fund transfers, telephone-initiated transfers, preauthorized payments under our Bill Payment Service, or other withdrawal requests authorized by you including, but not limited to, ATM transactions, debit card

transactions, POS transactions, ACH transactions and other preauthorized transfers for which funds are insufficient; (2) the return (unpaid) of items deposited by you; (3) the assessment of service charges by us; or (4) the deposit of items that are treated as not yet “available” according to our Funds Availability Policy.

Payment of Overdrafts. We are not obligated to pay any item presented for payment against your account if your account does not have sufficient funds available. If we pay a transaction by overdrawing your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for any costs of collection. We may terminate, without notice, any account with excessive insufficient funds activity, and report the account to a consumer reporting agency.

We may assess a fee for each item that we either pay, which results in an overdraft, or do not pay, which would have resulted in an overdraft had we paid it. If we pay an item in accordance with our Courtesy Pay Service (described in more detail below), we will charge a Courtesy Pay Fee. If we return an item, we will charge a Non-sufficient Funds (NSF) Fee. Refer to the Schedule of Fees and Charges for a listing of fees.

You can avoid fees for overdrafts and returned items by making sure that your account always contains sufficient available funds to cover all of your transactions. We offer services that you can use to help you manage your account and help you avoid overdrafts.

How to Determine Your Available Balance. The available balance in your account plays an important role in the operation of your account. Your available balance is the most current record we have about the funds that are available for withdrawal from your account. Your available balance may be disclosed to you through Online Banking, Mobile Banking, at a Credit Union-owned ATM or through TellerTone 24. When your available balance is disclosed to you through Online Banking, Mobile Banking, at a Credit Union-owned ATM or through TellerTone 24, we will use the term “available” or “available balance.” Differing amounts shown as “balance” are not used by us to determine whether you have sufficient funds to cover a transaction because “balance” does not reflect any holds that may be in place and pending transactions.

Your “available balance” is the balance in your account after deducting: (1) deposits that are not yet available for withdrawal under our Funds Availability Policy; (2) debit card or other transactions we are legally obligated to pay or have already paid out in cash; (3) other pending transactions

(such as ACH transactions); and (4) any holds on your account, such as holds on funds to comply with court orders or other legal requirements.

Your account is considered overdrawn when the available balance in your account is negative (less than \$0).

YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE. This is because your available balance does not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. For example, when you write a check, the payee may not present the check to us for payment on the same day, so the outstanding check will not be reflected in your available balance since it has not yet been received by us.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions, cash transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, however, even if we release the hold, if we subsequently receive the transaction from the merchant, we are generally required to and will pay the transaction from your account. Refer to the section entitled “Authorization Holds for Debit Card Transactions” below for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Refer to the section entitled “Funds Availability Policy” for information regarding the availability for withdrawal of your deposits.

Item Posting Order: We can receive credit and debit transactions in different forms at various times each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law. We determine the order in which we process and post credits and debits to your account based on a number of factors.

We may pay or authorize some transactions, and decline or return others, in any order we deem appropriate to the extent permitted by law. When the available balance in your account is not sufficient to cover all of the transactions presented that day, some posting orders can result in more

returned items and more overdraft and returned item fees than other posting orders.

Some items are received by us individually and others are received in batches at various times each business day. Items that we currently receive individually include ATM withdrawals, Point-of-Sale (POS) transactions, and teller transactions. These individual items are generally posted to your account as they are received by us each business day. Items that we currently receive in batches include checks drawn on your account presented by other financial institutions, “on us” checks, and ACH and debit card transactions. If multiple checks are presented on any given day, they are cleared in check order sequence, beginning with lower check numbers clearing first, followed by higher check numbers. We generally post batched transactions as they are received throughout each business day (subject to certain exceptions). For non-check batched transactions we receive at the same time on a particular business day, we will generally post those non-check batched transactions from lowest dollar amount to highest dollar amount.

The order in which items are posted to your account will depend on a number of factors. For example, in connection with our item posting process, we reserve the right to: (i) establish different categories of items, (ii) establish a posting order for each category of item(s), (iii) establish different posting orders for items within each category, and (iv) change the timing of when items are posted during the day and whether they are posted individually or in batches.

Except to the extent limited by applicable law, we have the right to change any of the factors described in (i), (ii), (iii) and (iv) listed above at any time without notice to you.

Authorization Holds for Debit Card Transactions. When you use your debit card to pay for goods or services, the merchant may ask us to authorize the transaction and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold against some or all of the funds in the account linked to your debit card. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance (generally in real time as they are received by us throughout each day). We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the

authorization request is submitted. This can happen at a restaurant or a gas station, where your debit card is swiped before your actual transaction amount is known, or because you may choose to add a tip to a restaurant transaction or because the amount of gas you pump is unknown when your card is swiped. For those transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance.

We are permitted to place an authorization hold on your account for up to three (3) business days from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days.

We urge you to record and closely track all of your transactions to confirm that your available balance accurately reflects your spending of funds from the account linked to your debit card.

Optional Overdraft Protection Plans. We offer optional overdraft protection plans that you may apply for, such as a VISA® Line of Credit account where your line of credit is used for overdraft protection, and an Overdraft Transfer Service where funds from a linked savings account are used for overdraft protection. If you apply and are qualified for these optional services, we will look first to these services for overdraft protection before applying our discretionary Courtesy Pay program when your account is overdrawn. A VISA® Line of Credit and the Overdraft Transfer Service plan may save you money on the total fees you pay us for overdraft protection.

VISA® Line of Credit. This is an open end line of credit, which is available to members meeting certain credit requirements. With this plan, you authorize us to automatically advance the exact amount of your overdraft from your VISA® Line of Credit (linked to your checking account) to cover your overdraft, up to your credit limit. You must repay what you have borrowed in full or in minimum monthly payments (in addition to any late charges, finance charges and annual fees). If you apply for the VISA® Line

of Credit, you will be provided with our VISA® Credit Card disclosure agreement.

Automatic Overdraft Transfer Service. With this service, you authorize us to make transfers of available funds automatically from your regular share savings account to cover overdrafts in your checking account. Transfers from your savings account are made in the exact amount of the overdraft. Each transfer counts as one of the six (6) limited transactions you are allowed each month from your regular share savings or money market share savings account. If you decline to utilize any of the optional overdraft protection plans and you are not eligible for our Courtesy Pay service, and there are insufficient funds in your checking account to pay an item, your items will not be paid, they will be returned, and an NSF fee will be charged for each item returned.

Transfers will appear on your periodic statements for each applicable account.

Limits on Overdraft Protection. We will not transfer more than the available account balance in a linked regular share savings account or the available credit (as of the end of the previous business day) on a VISA® Line of Credit account, even if the amount of the overdraft is more than the available amount. If the available balance in a linked regular share savings account or the available credit on a VISA® Line of Credit account is not enough to pay the transactions you have initiated on any day, we will transfer enough funds to pay one or more transactions. If the available balance in a linked regular share savings account is enough to pay one or more transactions, we will transfer enough to pay just the transactions. Any transactions that are not paid by the transfer will either be paid, returned, or NSF Fees will be charged as if you did not have overdraft protection.

Termination of Optional Overdraft Protection Plans. We may terminate optional overdraft protection services at any time with or without notice to you. Any owner of the checking account, any owner of a linked regular share savings account used for overdraft protection, or any borrower on a VISA® Line of Credit account used for overdraft protection may cancel overdraft protection in person or in writing. Cancellation will be effective after we have received notice and have had a reasonable time to act on it.

IV. COURTESY PAY SERVICE AGREEMENT

In accordance with our commitment to provide valued service and benefits, we may, at our discretion, pay your overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your Courtesy Pay limit, which is determined by us in our sole and absolute discretion.

We refer to this service as our Courtesy Pay Service (hereinafter referred to as the “Service”). The Service is different than the VISA® Line of Credit and the Overdraft Transfer Service plans. This Courtesy Pay Service Agreement (“Courtesy Pay Agreement”) sets forth the terms and conditions applicable to the Service.

What Overdraft Transactions are Covered? The Service is available only for the payment of checks, preauthorized payments under our Bill Payment Service, and ACH drafts and debits. The Service is not available for ATM transactions and one-time debit card transactions.

Eligibility for the Courtesy Pay Service. The Service is not a credit product and requires no application or credit approval process; it is a feature that is automatically included with eligible checking accounts (unless you opt out of the Service entirely as described below). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. The Service is available for checking accounts for which the primary checking account owner is 18 years of age or older, is in good standing, and the checking account has been open for at least six (6) months with the applicable minimum balance requirement. We reserve the right to limit the Service to one (1) account per household or member. We may suspend or permanently revoke the Service from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

- You are not making regular deposits into your checking account;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
- Your membership is not in good standing;
- You are more than fifteen (15) days past due or are in default in any other respect on any loan or other obligation to us;
- You have an outstanding balance due on an overdraft repayment plan;
- Your checking account is subject to any legal or administrative orders or levies;
- You have insufficient credit or negative credit history;
- You are a party to a bankruptcy proceeding;
- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- You use the Service to pay items written to check cashing agencies;
- You have had more than ten (10) checks returned

for non-sufficient funds in a calendar year; or

- We believe you are not managing your checking account in a responsible manner which may harm you or us.

The Courtesy Pay Service is a benefit. Any payment made by us under the Service will be made on a case-by-case basis, in our sole and absolute discretion. The Service does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. The Service is a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.

How the Service is Administered. If you are eligible for the Service, we will generally pay your overdraft items up to \$1,000.00, including fees. You will be notified by mail, or, if you have agreed to receive notices from us in an electronic format, you will be notified electronically, of any nonsufficient funds checks, items or other transactions that have been paid or returned; however, you understand that we have no obligation to notify you before we pay or return any check, item or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

When is the overdraft payment due? The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.

Courtesy Pay Fees. A Courtesy Pay Fee will be charged to your checking account, in accordance with our Schedule of Fees and Charges, for each overdraft that is authorized and paid through the Service. This means that more than one Courtesy Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through the Service. Refer to the Schedule of Fees and Charges for the tiered fee structure and daily fee limit amounts. You understand that your Courtesy Pay Limit will be reduced by the amount of each overdraft paid by us through the Service and the amount of the related Courtesy Pay Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Courtesy Pay Limit by the amount of the repayment. If we choose not to pay the item/transaction under the Service, you are subject to a Nonsufficient Funds (NSF) Fee for each such item in accordance with our Schedule of Fees and Charges. Your periodic statement will itemize Courtesy Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

Transfers to Cover Overdrafts. You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.

Right of Setoff. In addition to any other rights that we may have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless you opt out of the Service (see below), you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law. Each person who causes an overdraft, which is paid by us, is a maker and agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Courtesy Pay Agreement.

Default. You will be in default under the terms of this Courtesy Pay Agreement if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate the Service or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys' fees and court costs that we may incur as a result of your default.

Termination; Suspension. We may terminate or suspend the Service at any time without prior notice. In no event will any termination relieve you of your obligation to repay such sums already overdrafted, overdraft fees, collection costs and attorneys' fees, if any. We can delay enforcing any of your rights under this Agreement without losing them.

Your Right to Opt Out of the Courtesy Pay Service. If you prefer not to have the Service, visit us in a branch, contact us at 800-222-1226 Monday, Tuesday, Thursday and Friday, 8:00 a.m. to 5:00 p.m. and on Wednesday 9:00 a.m. to 5:00 p.m., or write to us at 2625 Corporate Place, Monterey Park, CA 91754, and include your name, member number and a state that you are opting out of the Credit Union's Courtesy Pay Service and we will remove the Service from your

checking account. If you opt out of the Service, you will still be charged our NSF Fee for each item returned.

Optional Overdraft Protection Plans. As discussed in more detail above, we also offer optional overdraft protection plans, such as a link to a savings account or a VISA® Line of Credit account, which may be less expensive than our Courtesy Pay Service. To learn more, please ask us about these plans.

V. FUNDS AVAILABILITY POLICY

Our policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the seventh (7) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

Once deposited funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit.

However, if you make a deposit after 5:00 p.m., or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first (1st) business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh (7) business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first (1st) business day after the day of deposit.

If we are not going to make all of the funds from your deposit available on the first (1st) business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice or electronically deliver the notice, if you have agreed to receive notices from us in an electronic format by the business day after we receive your deposit.

If you will need the funds from a deposit immediately, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$10,000 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six (6) months.
5. There is an emergency, such as failure of communications or computer equipment.

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

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, traveler's, and federal, state and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second (2nd) business day after the day of your deposit.

Funds from all other check deposits will be available on the thirtieth (30th) business day after the day of your deposit.

Special Notice Regarding Endorsement Standards

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks or share drafts. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

We will not be responsible for any damages incurred in the event you deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to

markings on the check or share draft caused by you or a prior endorser on the back of the check.

In the event that you draw a check on your checking or loan account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

VI. MEMBER CONDUCT AND LIMITATION OF SERVICES POLICY

The privilege of F&A Federal Credit Union services available to members must be reserved for members who are in "good standing." You acknowledge and agree that the purpose of this policy is to protect the employees, volunteers and members of the Credit Union from abusive members. To this end, this policy addresses standards of member conduct in order to assure the rights and protection of the Credit Union's employees, volunteers and members. You further acknowledge and agree that this policy also defines what constitutes a "pecuniary loss" which may also serve as a basis for limiting member services.

You acknowledge and agree that the Credit Union's good reputation is due in large part to the loyalty, commitment and continued efforts of its employees, volunteers and members. The Credit Union is committed to treating its employees, volunteers and members with the respect they deserve and is committed to maintaining a work place free from unacceptable conduct from any source.

In the event that you cause the Credit Union a "pecuniary loss" or engage in any type of abusive behavior towards a Credit Union member or a Credit Union employee or volunteer engaged in Credit Union business, the Credit Union is authorized to apply appropriate remedial measures against you.

This policy extends to: (1) any member "not in good standing" who seeks member services whether directly or indirectly through a Credit Union account; (2) any person, including but not limited to any joint account owner, who has access to Credit Union services directly or indirectly through you; and (3) member conduct at any Credit Union Service Centers Network or any other shared-branching network.

You will not be considered to be in "good standing" with this Credit Union if:

1. You fail to comply with the terms and conditions of any lawful obligation with this Credit Union and as a result, the Credit Union suffers a "pecuniary loss" as defined below;

2. You manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union's membership; or
3. You engage in "abusive behavior," as defined below, or otherwise injure any person or damage any property while on Credit Union premises, at any Credit Union function, or while on the premises of any Credit Union Service Centers Network.

The determination of whether you are in "good standing" with this Credit Union will be made at the sole discretion of the Senior Management of this Credit Union.

DEFINITIONS

1. "Member 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 include, but are not limited to: loans, deposit accounts, checking or share drafts, ATM services, online banking services, and other electronic fund transfer services.
2. A "pecuniary loss" to the Credit Union occurs when the Credit Union writes off as uncollectible any monies which you owe, for whatever reason, to the Credit Union.
 - (i) For loans: the pecuniary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the pecuniary loss does not include interest and expenses.
 - (ii) For shares: the pecuniary loss is defined as the negative balance in the share account written off as uncollectible.
3. "Abusive behavior" includes, but is not limited to, any of the following conduct:
 - (i) Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.
 - (ii) Any form of action which may constitute harassment under the Credit Union's harassment policy.
 - (iii) Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business.
 - (iv) Using profane, abusive, vulgar, intimidating or threatening language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business.

- (v) Bringing or possessing firearms or weapons or any hazardous or dangerous device on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.
- (vi) Possession, sale, use or being under the influence of an unlawful or unauthorized substance (e.g., drugs or alcohol) on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.
- (vii) Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
- (viii) Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other members, employees and volunteers at the Credit Union.
- (ix) 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.
- (x) Any posting, defacing, or removing notices or signs on Credit Union premises, or writing on Credit Union bulletin boards without management authorization.
- (xi) Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union.
- (xii) Deliberate or repeated violations of security procedures or safety rules.
- (xiii) Any other act which endangers the safety, health or well-being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

This list is non-exhaustive and is used only as an example of types of behavior that may be viewed as "abusive" by the Credit Union.

POLICY

You acknowledge and agree that the availability of member services for members who are not in good standing with this Credit Union shall be restricted. Any or all of the following actions may be imposed against a member who is deemed to be “not in good standing”:

1. Denial of all services other than the right to maintain a share account and the right to vote at annual and special meetings.
2. Preclusion from personal contact with Credit Union employees, volunteers or members such that Credit Union services may be available only through written communication through the U.S. mail, online banking, telephone banking, or other remote access device designated by Credit Union Senior Management.
3. Preclusion from access to Credit Union premises.
4. Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.
5. Taking any other action deemed appropriate under the circumstances that is not precluded by the Federal Credit Union Act, NCUA Rules and Regulations, the Credit Union’s Bylaws or other applicable federal or state law.

You acknowledge and agree that any 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. In the case of continued abusive behavior or a particularly abusive incident, you acknowledge and agree that you may be subject to expulsion from the Credit Union at a special meeting of the members or at the next annual meeting of the membership.

These limitations shall not prohibit you from exercising my rights under federal or state law or regulation.