Self-Help Federal Credit Union

PERSONAL/CONSUMER

ACCOUNT AGREEMENT & DISCLOSURES

Share Account Agreement & Truth-in-Savings Disclosure

Funds Availability Policy Disclosure

Account Balances and Payment of Overdrafts

Electronic Fund Transfer Agreement

Funds Transfer Agreement and Notice

Member Conduct and Limitation of Services Policy

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Foreword

The purpose of this booklet is to disclose information, terms, conditions, and the various laws and regulations relating to your accounts to help you better understand your rights and obligations as a member of Self-Help Federal Credit Union, and its divisions.

This Agreements and Disclosures booklet is effective **November 5, 2026**, and supersedes any conflicting terms and conditions contained in any prior versions or amendments. Throughout this booklet, the booklet is referred to as the "Agreement."

Throughout this Agreement, the words "you," "your," and "yours" mean each and all of those (whether one or more persons) who are subject to the Agreement as a result of signing a Membership Application or a Signature Card for each respective account. The words "we," "us," or "Credit Union" mean **Self-Help Federal Credit Union**, and its divisions, branches and dba's.

PART I – SHARE ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

Section 1. General Terms and Conditions Applicable to All Accounts.

Opening and Maintaining Accounts.

1. You must be and remain a member in good standing to maintain any account.
2. To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share as required by Credit Union Bylaws. The par value of a share in this Credit Union is $5. If you reduce your 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. The par value can be held in any savings, share draft, or certificate account.
3. As required by law, the identity of each person seeking to open an account (including joint owners and authorized signers) must be verified, and we must maintain records of the information used to verify each person's identity, such as keeping images of identifications used, and asking for updated identifications to mitigate fraud and verify identity. Identifications are kept separate from loans files so no credit decisions are based on the ID. We do not keep images of military identifications. The law requires that we also verify the identities of certain beneficial owners or controlling parties for accounts; you agree to provide us with any information requested regarding beneficial owners of accounts and certify their accuracy upon request by us. We may deny membership, decline to open an account, or close an account if we are prohibited from doing so under applicable law or if we are unable to satisfactorily verify any account owner or beneficiary's identity.
4. In addition to providing us with your name, residential address, phone number and date of birth, we will require you to provide us with current government issued picture identification and, for interest-bearing accounts, a Social Security Number (SSN), Individual Taxpayer Identification Number, or Employer Identification Number (EIN) (generically referred to as an Individual Taxpayer Identification Number or ITIN or TIN). We will further require you to certify (confirm) for IRS reporting purposes that the SSN, EIN or ITIN matches your name and address, and indicate whether you are currently subject to backup withholding and whether you are a U.S. citizen or U.S. person. If the IRS indicates that there is a problem with the name and number provided by you for the account or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payment to the IRS. 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 dividends earned on the account since the date of the death or withhold a portion of the dividends that have been earned on the account since the date of the death.
5. We may open an account if you are unable to provide a TIN, at our sole discretion, upon receipt of documentation that is satisfactory to us. However, no dividends will be paid on any such account.
6. 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.
7. 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.
8. Except as otherwise provided herein, we reserve the right to change any provision of or establish new provisions to this Agreement upon thirty (30) days written notice.
9. Without limitation to the foregoing, we may provide thirty (30) days' written notice prior to the effective date of any changes to this Agreement, including without limitation, change(s) that increase fees, increase your liability, result in fewer types of available transactions, more strictly limit the frequency or dollar amount of transactions, or as otherwise provided by law. Further, we may, from time to time, revise or update the services, programs, and/or related material(s) provided under this Agreement, rendering prior provisions of this Agreement obsolete. Consequently, we reserve the right to terminate any such programs, services, and/or related material(s) and limit access to our more recent versions and updates.

10. We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.
11. All accounts are subject to our *Fee Schedule*, which accompanies this Agreement and is incorporated by this reference. We will debit such charges against any account you own (including accounts on which you are a joint owner) except your IRA or HSA without prior notice to you. Only fees related to an IRA or HSA will be deducted from such accounts. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.

Operation of Accounts.

12. Member accounts in this Credit Union are federally insured up to $250,000 by the National Credit Union Share Insurance Fund.
13. You may be required to request changes to your accounts in writing. We are not required to act upon instructions received by facsimile, email, or other electronic communication channel, and we have the right to require additional information from you before we act on any request. We shall have no liability or responsibility to you or to your heirs, executors, assignees, or representatives when acting upon the reasonable interpretation of your requests.
14. 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.
15. There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending investigation, including in one or more of the following circumstances: (1) your account is involved in any legal or administrative proceeding; (2) we receive conflicting information or instructions regarding account ownership, control or activity; (3) we suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s); (4) we suspect that any transaction may involve illegal activity or may be fraudulent; (5) we are complying in our sole judgment, with any federal or state law or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws; or (6) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.
16. If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to joint owners, payees, trust account beneficiaries, business owners, association or business directors, members, or trustees, or a payable on death account, you agree that we may, without liability to you or your beneficiaries and in our sole and absolute discretion, take one or more of the following actions:
    a. Restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction;
    b. Close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address;
    c. Interplead all or any portion of the funds from an account into an appropriate court for resolution;
    d. Honor the claim against your account if we are satisfied as to the claim's validity; or
    e. Restrict access to 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.
    f. We may charge your account for expenses (including attorneys' fees and expenses) and fees we incur.
17. We may recognize the signature of anyone who signed a Membership Application or 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, the Membership Application, and/or a Signature Card will 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. 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) will become effective only upon receipt and after we have had a reasonable opportunity to act thereon; however, our release of amounts to an account owner in contravention to any instructions from another account owner shall not in result in liability for us.

18. To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal regulation or other applicable law.
19. We may, without prior notice and when permitted by law, exercise our right of offset 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.
20. This right of offset does not apply if prohibited by law. For example, we will not exercise our right of offset: (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 indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to the exercise of our right of offset.
21. We will also have the right to place an administrative hold on such funds pending offset. 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, offset against a joint account or an account with payable-on-death 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.
22. 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 for deposit-account-related disputes to the maximum extent permitted by applicable state and federal law.

Notifications and Records.

23. You can contact us about your accounts and services for (including but not limited to) Change of Address, Revoke Consent to Automatic Telephone Dialing, Lost or Stolen Checks, Lost or Stolen Access Device/PIN/Access Code, Lost or Stolen Card, Questions about Electronic Services, Confirmation of Direct Deposit to Your Account, Calling to Stop Payment from Your Account, and General Account Information/Opening and Closing Accounts) at the addresses and numbers listed below:

    By Phone: (877) 369-2828
    By Email: info@self-helpfcu.org
    By Mail: **Self-Help Federal Credit Union**
    2504 Tenaya Drive
    Modesto, CA 95354
    ATTN: Operations Team
    By Fax: (209) 521-0407

24. Except as expressly provided otherwise in this Agreement, we will mail, send electronically, or otherwise make available to you, your periodic statements, 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 it was mailed. Account-related information made available electronically will be deemed to have been delivered when we make it available to you.
25. 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 (unless the unauthorized transaction is the result of an electronic fund transfer, the provisions of the Electronic Services Agreement and Disclosure included at Part IV of this Agreement will apply). 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, 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.
26. 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 e-mails to you at any e-mail address you provide to us. You may revoke this consent at any time through reasonable notice to us, including by notifying us in writing at:

    Self-Help Federal Credit Union
    2504 Tenaya Drive
    Modesto, CA 95354

ATTN: Operations Team

27. 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 any and all correspondence and may destroy account-related information sent to you until you provide a valid postal or electronic address to us.
28. 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 electronic format. Notice to any one account owner is considered notice to all owners of the account.
29. You agree to notify us promptly of any change of address. In the event that you fail to do this, a fee may be assessed 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 fee will be set forth in the *Fee Schedule*. In addition, items returned to us because of an incorrect address will be subject to a Returned Mail Correction Fee, as set forth in the *Fee Schedule*.
30. 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.
31. You understand and agree that we must comply if we are served with any notice of garnishment or of attachment, tax levy (including without limitation, any "notice of 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. You agree that you must contest any such legal process or our compliance with it directly with the third party issuing the legal process, and not with us. We may charge an Account Garnishment fee, as set forth in our *Fee Schedule*, 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 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 on the account, even if their information was not expressly requested by the subpoena or legal process. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served any legal process, we may charge such costs to your account. You understand and agree that funds we hold or set aside in response to legal process will not earn dividends. You agree to indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages associated with our compliance with any process that we know or otherwise believe in good faith to be valid.
32. You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time, including obtaining your credit report for legitimate business purposes. 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.
33. You acknowledge and agree that we may, at our option, 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.
34. We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account, copies of statements, or records pertaining to specific transactions/dollar amounts, 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 *Fee Schedule*, including but not limited to a Research Fee if we research your request.
35. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. We may treat all or any joint account owners, pay on death beneficiaries after the death of all account owners, successor trustees, or administrator of the estate of an individual who died while an account owner as an Owner for the purposes for accessing historical information (including statements and transaction information) about your accounts. We will disclose information to third parties about your account or transfers you make in the following circumstances:
    a. When it is necessary to complete a transaction, including an electronic transaction; or
    b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
    c. In order to comply with a government agency, court order, or any legal process; or
    d. If you give us permission in writing.

Mail Suppression.

36. If you elect to suppress paper mailings, you understand and agree that you are responsible for monitoring your account activity and reviewing your periodic statements through Online Banking or another electronic delivery

method we make available. We encourage you to enroll in electronic statement delivery to ensure you continue to receive timely account information.

37. You may request to suppress the mailing of paper statements, notices, and other correspondence from us by completing and signing a Mail Suppression Request Form at any Credit Union branch. This request must be submitted in person; we will not accept mail suppression requests by phone, mail, email, or other means.
38. Electing to suppress paper mailings does not relieve you of your obligation to review your statements and promptly report any errors or unauthorized transactions within the timeframes specified in this Agreement. The same reporting deadlines that apply to mailed statements apply equally to statements made available electronically. Your failure to review electronic statements and report errors or unauthorized transactions within the applicable timeframes may result in the loss of your rights to recover disputed amounts as described in this Agreement.
39. If you elect to suppress paper mailings, you understand and agree that you are responsible for monitoring your account activity and reviewing your periodic statements through Online Banking or another electronic delivery method we make available. We encourage you to enroll in electronic statement delivery to ensure you continue to receive timely account information.

Closing Accounts, Disputes, and Restrictions on Services.

40. We or you may close any of your account(s) at any time for any reason. If you would like to close any of your accounts with us, you must provide us with written notice. We are not required to close your account at your request if you have any pending transactions, the account is overdrawn or your account is subject to legal process (such as a garnishment, attachment, levy or similar order). In those cases, we will restrict your account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. After we restrict your account in preparation for closing it, we will not pay any additional dividends on the account.
41. If an account is closed, we may send the collected balance on deposit in your account, less any fees, claims, offsets, or other amounts you are responsible for, 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. If, after we close your accounts, we receive a debit or credit to your closed account, we may reopen the account to apply the credit or debit for you, and if you owe us any unpaid amounts under this Agreement or loan with us, any credited amount is subject to any and all setoff rights under this Agreement and our statutory lien.
42. You understand and agree that we may terminate account products at our option without written notice to you. We may also suspend offering account products from time to time at our discretion without notice to you.
43. You agree that you will not use your accounts or our services to conduct any illegal transaction or engage in any activity which is illegal under local, state, or federal law, including but not limited to racketeering, conducting marijuana-related business, or any other illegal activity. Restricted transactions are prohibited from being processed through your account or banking relationship with us. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling.
44. You understand and agree that if you are not a member in good standing, we may limit your access to member services and products. Additional information regarding limitations to services is found in Part VI of this Agreement (Member Conduct and Limitation of Services Policy).

Additional General Terms.

45. You agree that your telephone communications with us may be monitored and recorded to improve member service and security.
46. 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.
47. Our delay in enforcing any of the terms and conditions of this Agreement will not prohibit us from enforcing such terms and conditions at a later date. Any waiver by us shall not be deemed a waiver of other rights or of the same rights at another time. You hereby waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement.
48. If a disaster occurs there may be an unforeseen delay in our ability to make funds available and to process deposits or otherwise perform under this Agreement. In addition to natural disasters, the failure of communication or computer systems can also cause unforeseen delays.
49. An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account must be commenced within one (1) year after the cause of action accrues. If you have failed to examine your statement and report any unauthorized item one (1) year or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.
50. If any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.
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 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 by applicable law, we have the right to restrict access to 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 any and all claims, 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.
53. You agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Agreement or as a result of your failure to abide by its terms, including but not limited to those arising from:
    a. A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
    b. Any fraud, manipulation, or other breach of this Agreement by you;
    c. Your violation of any law or rights of a third party; or
    d. Your provision of access to your account(s), services, or electronic services to any third party.
54. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of accounts or the electronic services by you or a joint account owner or other authorized person.
55. **YOU UNDERSTAND AND AGREE THAT WE WILL 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.**
56. You understand and agree that accounts and electronic services are provided "as-is." Except as otherwise provided in this Agreement or as required by law, the Credit Union assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any communications, personalization, or electronic settings. You understand and expressly agree that the use of electronic services is at your sole risk, and that any material and/or data downloaded or otherwise obtained through the use of electronic services is downloaded or obtained at your own discretion and risk, and that you will be solely responsible for any damages, including without limitation damage to your computer system or mobile device or loss of data that results from the download or the obtaining of such material and/or data.
57. Except as expressly set forth in this Agreement, the Credit Union disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third-party rights, regarding its services, including electronic services. The Credit Union makes no warranty or representation regarding the results that may be obtained from the use of electronic services, the accuracy or reliability of any information obtained through electronic services, the accuracy of any information retrieved by you from the accounts or that the electronic services will meet any user's requirements, be uninterrupted, timely, secure, or error free.
58. In the event of wrongful dishonor that occurs by mistake, our liability shall be limited to actual damages. The measure of damages for failure to exercise ordinary care in handling a check is the amount of the item reduced by an amount that could not have been realized by the use of ordinary care.
59. You may not assign this Agreement to any other party. The Credit Union may assign this Agreement at any time in its sole discretion. The Credit Union may also assign or delegate any of its rights and responsibilities under this Agreement to independent contractors or other third parties.
60. Headings in this Agreement are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.
61. This Agreement as well as all of your deposit accounts will be interpreted and subject to applicable federal law and the laws of the State of California, without resort to California's conflicts of law rules and to the extent that California law is not inconsistent with federal law.
62. State law establishes procedures under which unclaimed property must be surrendered to the state. You can avoid having the funds in your deposit account surrendered to the state, however, by actively transacting on your accounts with us, corresponding in writing or electronically with us about an account, or communicating with us in person at a branch regarding an account.
63. We may charge a fee for mailing you a notice regarding your unclaimed property as set forth in our *Fee Schedule*. To recover funds turned over to the state, you must file a claim with the state. Once funds are surrendered to the state, we no longer have any liability or responsibility with respect to the funds.

Section 2. General Terms Regarding Account Ownership, Agents, and Beneficiary.

Designation for all Accounts.

1. These rules apply to your accounts 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. You may open an account either by yourself, referred to as an "individual account," or with another person or persons, referred to as a "multiple-party account" or a "joint account." For purposes of this Agreement, we will use the term "joint account."

2. 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. Ownership for all accounts will be established and determined by the most recent Membership Application or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Membership Application and a new account number will be assigned.
3. If you want to change your account in any way, you must properly complete additional forms provided by us, which shall not be effective until delivered to and accepted by us. We are authorized to rely solely on the documentation we have in our possession. On behalf of yourself, your beneficiaries, and your heirs, you hereby agree to indemnify us and hold us harmless from any and all liability upon our reliance on such documentation.
4. The word "owner(s)" on a Membership Application or Signature Card or in this Agreement means the owner in the case of an individual account, and it means the owners (both as an individual and as a group) in the case of a joint account.

Individual Account.

5. An individual account is an account owned by you alone, which you as the account owner use during your lifetime.

Joint Account.

6. A joint account is an account owned by two or more persons.
7. 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).
8. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.
9. 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.
10. 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. However, any non-member joint owner who uses an account, requests or uses a service and signs a Membership Application, agrees to the terms, responsibilities and accompanying liabilities of this Agreement.
11. 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:
    a. To withdraw all or any part of the account funds;
    b. To pledge the account funds as collateral to us for any obligation, whether that of one or more joint owners;
    c. To endorse and deposit checks and other items payable to any joint owner;
    d. To give stop payment orders on any check or item, whether drawn by that joint owner, or not;
    e. Debit Card; and
    f. To close the account with the disbursement of account proceeds as instructed by the joint owner.
12. While any owner may change, add or close a joint account and/or a service acting alone, we may require all joint owners to consent in writing to the addition or removal of any owner to or from the account.
13. All owners agree that we have no duty to notify the owners of the account of any transaction, change, addition or closure of an account or service by any owner acting alone.
14. All account owners, jointly and severally, are liable for all transactions, changes, additions or closure of an account or service, and for any charges, fees, losses or liabilities incurred for any transaction, change, addition or closure of an account or service regardless of which owner conducted or benefited from the transaction, change, addition or closure.
15. If any owner owes us money for any reason, we may enforce our right of offset against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.

Payable-on-Death (POD) Designation.

16. A payable-on-death (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).
17. 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.
18. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship and disbursement will be made in equal shares to each of the beneficiaries.
19. Any POD designation will not apply to Individual Retirement Accounts (IRAs) or Health Savings Account (HSA), which will be governed by a separate beneficiary designation.

20. The Credit Union does not 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.
21. You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a POD beneficiary on your account(s).
22. If a POD beneficiary on the account dies before you, it is your responsibility to notify us and change the account accordingly.

Accounts for Minors.

23. For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have his or her Social Security Number (SSN) or Tax Identification Number (TIN) and to have a qualified joint account owner who is at least eighteen (18) years of age, who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The Credit Union will not honor any transaction request by a parent or guardian who is not a joint account owner. The minor account owner's Social Security Number (SSN) or Tax Identification Number (TIN) must be shown on the account. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Rights at Death.

24. **Individual Account Without Payable-on-Death Designation.** Upon your death, the funds in the account will go to your estate and can be claimed by your legal representative or claimant subject to the terms of this Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.
25. **Individual Account with Payable-on-Death Designation.** Upon your death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of your death and the POD beneficiary's identification. Unless otherwise indicated on your Signature Card, if you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.
26. **Joint Account without Payable-on-Death Designation.** When one owner dies, his or her interest in the account and the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this Agreement. Upon the death of the final owner the funds in the account belong to that owner's estate and can be claimed by that owner's legal representative or claimant subject to the terms of this Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.
27. **Joint Account with Payable-on-Death Designation.** Upon the final owner's death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.
28. For joint accounts, a surviving owner's ownership interest is subject to the Credit Union's right of offset 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.

Power of Attorney (POA).

29. If you choose to appoint an attorney-in-fact or agent to act on your behalf pursuant to a power of attorney (POA), we may rely on instructions provided by the attorney-in-fact or agent and will have no liability or responsibility to verify the transactions. The POA must be properly executed, facially valid under applicable law and the form of appointment must be acceptable to us. In accordance with the terms of the POA, the attorney-in-fact or 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.
30. 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.
31. 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.
32. If you die, the authority of an attorney-in-fact or agent who you have appointed under a POA extinguishes upon your death. However, we are not liable for any transactions by an attorney-in-fact or 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 attorney-in-fact or 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.

Terms and Conditions Applicable to Trust Accounts.

33. You may open an account to hold the funds of your trust and be named as trustee on our Living Trust Account Signature Card.

34. A person named as a trustee on the Living Trust Account Signature Card has the same rights, responsibilities and liabilities as an owner of an account under this Agreement to open, change, add or close an account or service.
35. Each trustee understands that any trustee acting alone may change, add or close the account and/or a service, and that his or her signature on the Living Trust Account Signature Card or continued use of an account or service confirms his or her agreement to any later change, addition or closure of an account and/or service by any other trustee on the account.
36. While any trustee may change, add or close the account and/ or a service acting alone, we may require all trustees to consent in writing to the addition or removal of any trustee to or from the account.
37. All trustees agree that we have no duty to notify the trustees of the account of any transaction, change, addition or closure of an account or service by any trustee acting alone.
38. Trustee(s) affirm that the successor trustee(s) are bound under the Trust Instrument to serve and are authorized and fully qualified to act as trustee(s) in the event that all of the trustee(s) named in the Membership Application or Living Trust Signature Card resign, die, become incapacitated, or otherwise become unable to act as trustee(s) of the Trust. The Membership Application or Living Trust Signature Card will not be approved unless successor trustee(s) are designated.
39. We may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account or making changes to the account.
40. We are not required to know, understand, interpret, or enforce the terms of your written trust instrument. The Credit Union is not required to keep any Trust Instrument in its files and is not liable for the contents of a Trust Instrument.
41. You acknowledge that the account is governed by the applicable terms and conditions set forth in this Agreement and by the terms and conditions set forth in the Living Trust Account Signature Card that you will be asked to sign when the account is opened.

Terms and Conditions Applicable to Fiduciary Accounts.

42. 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 an executor, administrator, conservator, or guardian 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 will continue in force until written notice to the contrary is received by us.
43. If the account is opened as a court-ordered blocked account, you understand and agree that you will file with the court appropriate documentation confirming an agreement with us that the funds in the account, including any dividends, may not be withdrawn or pledged except upon court order.
44. Funds in a fiduciary account may not be pledged as security for any loan(s).

Terms and Conditions Applicable to All Sole Proprietorship Accounts.

45. You affirm that you are the sole proprietor of the sole proprietorship named on the Account Signature Card. We may pay out funds with your signature, or the signature of any other signers designated by you. We may accept and/or endorse checks made payable to you or to the sole proprietorship named on the Signature Card that we receive for deposit.
46. You may pledge any or all of the funds on deposit in the account as collateral security to any loan(s) subject to then current loan policies.

Terms and Conditions Applicable to all Club Accounts.

47. The persons named on the Membership Application and Signature Card duly authorized to make the certifications contained therein certify that at a regularly held meeting the person(s) named were elected or appointed officers of said organization, and that by virtue of the authority vested in them by the constitution, bylaws, or otherwise, any one (1) of the signatories, as named on the Signature Card, is authorized and empowered to transact business of any character whatsoever in connection with the account. You certify that the signature(s) appearing on the Signature Card are the genuine signature(s) of said authorized person(s), and that their authority shall continue in force until we receive written notice to the contrary. You agree to provide any documentation we request that validate the authority of the signer(s), and to execute any documentation as we may require at our sole discretion.
48. Any two authorized persons may pledge any or all of the funds on deposit in the account as collateral security to any loan(s) subject to our then-current loan policies. Further, a pledge of savings by any one of you shall be binding on all authorized signers, as well as the organization.

Terms and Conditions Applicable to all Custodial Accounts.

49. The transferor/custodian is opening an account as custodian for the minor named on the UTMA Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the UTMA Signature Card, which transfer will 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 Uniform Transfers to Minors Act now in effect or hereinafter amended.
50. You acknowledge that by signing the UTMA Signature Card, you have received the funds deposited to the account as custodian for the minor named therein under the Uniform Transfers to Minors Act and you agree to the applicable terms and conditions set forth in this Agreement as well as the terms and conditions of the UTMA Signature Card. You acknowledge and agree that neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by the Uniform Transfers to Minors Act. You also acknowledge

and agree that we have no duty whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the minor's benefit.

51. For this type of account, the minor's Social Security Number/Tax Identification Number is used for the Backup Withholding Certification.
52. Funds in an UTMA may not be pledged as security for any loan(s).
53. The successor custodian named on the UTMA Signature Card will serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.
54. You, as custodian, agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (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.
55. Upon the minor reaching the age of eighteen (18), or other age provided under applicable law or stipulated in any applicable court order, you, as custodian, have the responsibility of transferring the money in the account to the minor or to the minor's estate and closing the account. If you fail to transfer the money in the account to the minor or to the minor's estate within a reasonable time after the minor reaches the age of eighteen (18), or other age stipulated in any applicable court order, we may pay the funds on deposit in the account to the minor in accordance with the custodian's duty without waiting for instructions from the custodian. You agree to indemnify and hold us harmless for any failure to transfer the money in the account to the minor or the minor's estate upon the minor reaching the age of eighteen (18) or other age stipulated in any applicable court order.

Terms and Conditions Applicable to all Marital Accounts *(only applicable in Wisconsin).*

56. A Marital Account is not currently offered to members.

Section 3. General Terms Regarding Access, Transactions, Withdrawals, and Deposits to all Accounts.

1. You may make deposits to or withdraw from your accounts only in accordance with Credit Union policy.

Withdrawals.

2. You understand and agree that we have the right to restrict the amount of cash each member may transfer or withdraw in a 24-hour period.
3. 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.
4. The minimum amount that you may withdraw from any account is $5. This limitation does not apply to:
    a. Checks drawn on a checking or money market account;
    b. Withdrawals, preauthorized by you, such as distributions of paid dividends and transfers of funds pursuant to our overdraft agreement; and
    c. Withdrawals made in person, at a Point-of-Sale terminal, or through our Audio Banking system.
5. For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. Arrangements for large cash withdrawals may be made with the Branch Manager at the branch location of our choice. Large cash withdrawal requests may require up to ten (10) business days advance notice 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.

Deposits.

6. 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 reserves the right, however, to refuse to accept all or any part of any deposit.
7. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, your account number, and where you want your deposit to go.
8. You understand and agree that it is our policy not to accept for deposit checks payable to anyone other than an Owner on the account (third party checks).
9. All deposits are subject to verification. You agree that if our count differs from yours, our determination of the amount of a deposit will be considered the correct one.
10. Deposits will be made available for withdrawal by you or to cover other payments in accordance with Part II of this Agreement (Funds Availability Policy Disclosure).
11. 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.
12. All payees listed on a check must sign the check that is deposited or cashed, and must be a joint owner on the account, present a valid government-issued identification 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 checks and other items for deposit into any of your accounts (collectively, "item") 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 account owners on any item that we take for collection, payment, or deposit to your account (which we may supply in our sole discretion). 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. 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.

13. 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 the Magnetic Ink Character Recognition (MICR) line at the bottom of the check or item which contains your account number, amount of check and check number. 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.
14. 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 we 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 Disclosure.
15. 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 or been paid), 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: (a) the deposited item is returned in accordance with the laws governing your account or rule (including a clearing house rule); and/or (b) we have received a breach of warranty claim in connection with the deposited item.
16. 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. We will have no liability for taking or failing to take any action to recover payment of a returned deposited item.
17. If one of your deposited items is returned with a claim that there is a breach of warranty (for example, a claim 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.
18. We need not give you any prior notification of our actions with respect to the claim. We may create substitute checks from your deposited items to facilitate the forward collection of such items. You agree to indemnify and hold us harmless from and against any and all claims, 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 the image quality of such substitute check.
19. We may rely on the account number on any instrument, deposit slip, or similar record we receive from you, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete or the receipt we provide you. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip. We are not required to adjust your account for discrepancies of $1 or less.
20. We may not adjust your account unless you notify us of the discrepancy within one (1) year of the date of your periodic statement that reflects the deposit. If you do not notify us of the error during this notice period, the deposit amount will be considered final. This means that if the actual amount deposited was less than the amount stated on the deposit receipt, the difference will become your property, and if the actual amount deposited was more than the amount stated on the deposit receipt, the difference will become our property.
21. In processing items you have deposited to your account, we act only as a collecting agent 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 Returned Deposited Item Fee as set forth in the *Fee Schedule*. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. We are not

liable for the negligence or default of any third party we use for the collection of items, including responsibility for lost items. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to an item placed for collection.

Checks and Other Items or Access Devices.

22. You acknowledge that we do not sell checks. As a convenience to you, we will submit your initial check order and any reorders for personalized checks ordered through us to our approved check vendor. If the check vendor accepts the initial order and any re-orders, the check vendor 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 *Fee Schedule*. You are responsible for verifying the accuracy of all information shown on your checks, whether you order them through us or elsewhere. You agree to imprint only those names of authorized owners on your checks. If you have not ordered checks through our approved check vendor, we are not responsible for the quality of any check copy that you request. In addition, we are not responsible for any checks not paid as a result of quality or printing errors.
23. 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. If you fail to include proper MICR encoding on your checks and this results in any such check being manually processed by us, then you will pay a fee as set forth in the *Fee Schedule*.
24. 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 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 will be the same as if it were an item drawn and signed by you personally. This authority will remain in effect until revoked by you in writing (to us and to the agency to whom the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we will 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 will have no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to you of any kind.
25. You, or any joint owner 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 request a stop payment through our Audio Response Teller banking system, our Online Banking system, or you may ask us orally. 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 *Fee Schedule*. If you make a stop payment request orally, the request will be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests will 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 is in effect. A stop payment fee will be assessed for each stop payment that is extended as set forth in our *Fee Schedule*. We are not obligated to notify you when a stop payment order will or has expired. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. 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 from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our action in stopping payment of any check pursuant to your request.
26. We are not liable if we pay a check which you have requested us to stop payment on as long as we act in good faith and exercise ordinary care. In any event, any damages that we might otherwise be liable for shall not exceed the amount of the involved check. If we do pay a check for which you have requested stop payment and as a result any other item is returned unpaid by us due to nonsufficient funds, we are not liable for any consequences resulting from such action.
27. Your death or incompetence will 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 a reasonable opportunity to act on it. Even with knowledge, we may for ten (10) business days after the date of death 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. We must be notified if any of you dies or becomes incapacitated.
28. We are neither given notice nor otherwise affected by a restrictive endorsement of any person or entity except our immediate transferor.
29. "Remotely created checks" are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder's actual signature, the check identifies that the account holder authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows.

30. We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or if you authorize us to accept any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.
31. If we have paid a check under circumstances giving you basis for objection, we shall be subrogated to the rights of:
    a. Any holder in due course on the check against the drawer or maker;
    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 check arose.
32. You authorize us to accept and pay any check without regard to the date of the check. You understand that post-dating a check will have no effect on whether or not it is honored prior to or after the date of any such check. In addition, we are under no obligation to pay a check which is presented more than six (6) months after its date (a stale-dated check). You agree that we are not required to identify post-dated or stale-dated checks or seek your permission to pay them. We may pay or refuse to pay any post-dated or stale-dated check or other item presented for payment on your account without any liability.
33. All checks written on your account must be drawn in U.S. dollars.
34. Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.
35. You will notify us immediately 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.
36. It is your responsibility to protect the account numbers and electronic access devices (e.g., a Debit Card) we provide you for your account(s). You agree not to disclose your account number(s) to anyone unless you are willing to give them full use of your money. If you disclose your account number(s) or provide your access device to another person (a family member or friend, for example) in connection with granting authority to that person to conduct funds transfers, and that person then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.
37. Your account number can also be used to electronically withdraw money from your account. For example, if you provide your account number to an online merchant to purchase a service or merchandise, funds can be electronically withdrawn from your account.
38. You must also take precautions in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. We are not responsible for any loss or damage which results from your negligence, including without limitation, your failure to adequately safeguard your blank checks or other personal information or means of access to your account.
39. 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. 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.
40. 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.
41. Access to your account(s) through electronic means or Cards is dictated by the provisions related to electronic funds transfers contained in Part IV of this Agreement.

Corrections, Disputes, and Additional Terms Regarding Transactions.

42. If a deposit or other credit is made in error to your account that you are not entitled to (whether by check, cash, automated clearing house transfer, wire transfer or otherwise), you understand that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account, you agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit, and any costs and fees as stated in this Agreement and the *Fee Schedule*. Your withdrawal of erroneously deposited funds may result in an overdraft of your account.
43. 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.
44. You agree that if a depositor (e.g., a government agency) demands we return any sums directly deposited to your account during the month of or after the death of any account holder on your account, we must honor such a demand and may debit your account for all amounts returned to the depositor.
45. We agree to investigate any transaction you have reported to us within ten (10) days of learning about the transaction but no later than sixty (60) day after we mail your most current statement as unauthorized (a "claim of unauthorized transaction"). Unless the unauthorized transaction is the result of an electronic fund transfer from a consumer account (in which case the provisions of the EFT disclosure included at Part IV of this Agreement will apply), 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 if so requested; (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. A police report is not required to process and refund unauthorized credit transactions; however, it may be required for ATM Personal Identification Number (PIN) based transactions.

46. 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 if we determine that the transaction that gave rise to your claim of unauthorized transaction was proper.
47. You understand and agree that you are not permitted to place a stop payment on a cashier's, teller or certified check unless such check is lost, stolen or destroyed. In the event that a cashier's, teller or certified 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/or affidavit in a form acceptable to us (i.e. Stop Payment Request for Lost, Stolen or Destroyed Cashier's and/or Teller's Check) and in time for us to have a reasonable time to act on it. You understand and agree to provide us an indemnification signed by the payee(s) agreeing to indemnify, defend and hold the Credit Union and its employees harmless from all claims, demands, actions, proceedings, losses, damages and costs (including attorneys' fees) which relate to or arise out of the Credit Union's actions in stopping payment on the check or otherwise acting in accordance with the foregoing request. You further understand and agree that the Declaration of Loss is not immediately enforceable upon your submission. Specifically, you understand and agree that 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) after the 90th day following the date of the cashier's, teller or certified check. We may, however, in our sole and absolute discretion, process your stop payment request sooner. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our attempt to, or stopping payment on, such cashier's, teller or certified check.

Section 4. Payment of Dividends.

1. 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.
2. For all accounts except Term Certificate Accounts, the dividend rate and Annual Percentage Yield (APY) may change daily. We may change the dividend rates for accounts as determined by the Credit Union's Board of Directors. Current rate information is set forth in the *Account and Term Certificate Rate Schedule* accompanying this Agreement. You may also obtain current rate information by calling the Credit Union or visiting one of our branches or our website.

Compounding and Crediting for all Accounts.

3. For all dividend bearing accounts, dividends will be compounded daily and will be credited monthly. For these accounts, the dividend period is 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 is the ending date of a dividend period, and for this example is January 31.

Balance Computation Method.

4. For all accounts, dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account if deposited before the close of business.
5. If you close any of your dividend earning accounts before dividends are credited, you may not receive the accrued dividends up to the date of account closure.

Section 5. Terms and Conditions Applicable to Checking Accounts.

1. We offer three types of checking accounts: Personal Checking, Access Checking and Non-Interest Checking. Our checking accounts let you withdraw your money at any time. Only the Personal Checking Account offers check writing ability. If you are between the ages of 14 and 18 years old and we allow you to open a checking account, your parent or legal guardian may have to be a joint owner of your account.

Personal Checking.

1. There is no minimum deposit required to open a Personal Checking Account.
2. A monthly service charge of $5 applies, but will be waived if any of the following conditions are met: (1) you maintain an average daily balance of at least $2,500 over that month; (2) you maintain monthly direct deposit(s) totaling at least $500 into one (1) or more Credit Union accounts; (3) one of the account owners is age sixty-five (65) or older; or (4) one of the account owners is age twenty-four (24) or younger.
3. There is no minimum daily balance required in this account to obtain the disclosed APY stated on the *Account and Term Certificate Rate Schedule*.

Access Checking.

4. There is no minimum deposit required to open an Access Checking Account.
5. A monthly service charge of $5 applies, but will be waived if any of the following conditions are met: (1) you maintain an average daily balance of at least $2,500 over that month; (2) you maintain monthly direct deposit(s) totaling at least $500 into one (1) or more Credit Union accounts; (3) one of the account owners is age sixty-five (65) or older; or (4) one of the account owners is age twenty-four (24) or younger.

6. There is no minimum daily balance required in this account to obtain the disclosed APY stated on the *Account and Term Certificate Rate Schedule*.
7. No checks will be provided to Access Checking Account owners.

Non-Interest Checking.

8. There is no minimum deposit required to open a Non-Interest Checking Account.
9. No monthly service fee applies to this account.
10. This account does not pay any dividends.

General Terms and Conditions Applicable to all Checking Accounts.

11. Funds in checking accounts may not be pledged as security for any loan(s).
12. We may close your Checking Account and deny access to other services or products (including but not limited to checks, ATM and debit cards) at any time due to inactivity, fraud, lack of due care in the handling of your account or increase our risk for loss or other reason we deem appropriate.
13. We may, at our discretion, pay funds from this account, without obligation or liability for refusal to pay:
    a. When such payment would draw the account below the minimum balance for the account we establish from time to time.
    b. If drawn by means not authorized in advance by us.
    c. Against checks or electronic debits presented over six (6) months past their issue dates.
    d. Against loans you have with us that are in default.
14. All checking accounts are truncated checking accounts. Check copies are not returned with statements. Both sides of checks are microfilmed and stored for seven (7) years from date of posting. Upon request, we will provide you with a photocopy of a requested item within a reasonable time. We will not charge for copies of the first two (2) items you request appearing on any one (1) statement. Additional copies will be subject to fee(s) as disclosed in the *Fee Schedule*.

Section 6. Terms and Conditions Applicable to Savings Accounts.

Rate Information.

1. Dividends rates and annual percentage yields may change at any time as determined by the Credit Union Board of Directors.

Account Transfer Limitations.

2. Withdrawals or transfers out of your savings accounts are limited.
3. On all savings accounts, we will allow you to make up to six (6) preauthorized, automatic, telephonic, audio response or Online Banking transfers to another of your accounts or to the account of any other person or organization during each statement period.
4. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction.
5. If you exceed these limitations in any statement period, we can refuse or reverse the transfer, close your account, and charge a fee as stated in the *Fee Schedule*.
6. Transactions that are not covered by these limitations include: (1) transfers from your account to pay a loan with us; (2) transfers to your other accounts with us; (3) withdrawals (payments directly to you) from the account when such transfers or withdrawals are made by mail, messenger, ATM or in person; and/or (4) withdrawals made by telephone if a check is mailed directly to you.

Regular Savings Accounts.

7. A minimum deposit equal to the par value of a share is required to open a Regular Savings Account(s) and become a member of the Credit Union. If the balance of your Regular Savings Account(s) is subsequently reduced to less than the par value and remains so after thirty (30) days, we may close the account(s).
8. If your Regular Savings Account balance is reduced to less than the par value of a share, we may transfer enough funds from any other share account you may have with us in order to bring your account balance up to the par value of a share.
9. The minimum balance required to open this account is $5. No minimum balance is required to earn a dividend.

Second Chance Savings Accounts.

10. A minimum deposit equal to the par value of a share is required to open a Second Chance Savings Account(s) and become a member of the Credit Union.
11. If the balance of your Second Chance Savings Account(s) is subsequently reduced to less than the par value and remains so after thirty (30) days, we may close the account(s).
12. Limitations to Second Chance Savings Accounts include:
13. No Share Branch access;
14. No ATM Card;
15. No check cashing allowed;
16. Checks for deposit will all have an exception hold.
17. If after 6 months of positive account history, no overdrafts, no negative balance, no return item deposits, member can be reconsidered for a Regular Savings and or an Access Checking, and all benefits that those accounts entail.
18. The minimum balance required to open this account is $5.
19. No minimum balance is required to earn a dividend.

Youth Savings Accounts.

20. A minimum deposit of $5 is required to open a Youth Savings Account(s).
21. If the balance of your Youth Savings Account(s) is subsequently reduced to less than $5 and remains so after thirty 30 days, we may close the account(s).
22. If your Youth Savings Account balance is reduced to less than $5, we may transfer enough funds from any other share account you may have with us in order to bring your account balance up to the par value of a share.
23. The minimum balance required to open this account is $5. No minimum balance is required to earn a dividend.
24. This account is only available to members of age seventeen (17) years or younger, and such members may only be provided ATM cards if a parent or adult guardian is a joint account owner on the Youth Savings Account.

Non-Interest Savings Accounts.

25. The Non-Interest Savings Account is a non-dividend bearing savings account.
26. The minimum balance required to open this account is $5. You must maintain a minimum daily balance of $5 in your account to avoid closure.

Money Market Accounts.

27. The minimum balance required to open this account is $500. You must maintain a minimum daily balance of $500 in your account to obtain the disclosed APY stated on the *Account and Term Certificate Rate Schedule*.
28. A monthly service fee applies to this account if you fail to maintain the minimum daily balance. Please refer to our *Fee Schedule*.

Passbook Accounts. [This product is no longer offered.]

29. You must maintain a minimum daily balance of $100 in your account to obtain the disclosed APY stated on the *Account and Term Certificate Rate Schedule*.
30. You must maintain a minimum daily balance of $5 in your account to avoid closure.

IRA (IRA/ROTH) Savings Accounts.

31. As to all IRA accounts, the Credit Union is a platform provider only, and does not undertake to provide individual investment advice.
32. The minimum balance required to open this account is $100. You must maintain a minimum daily balance of $100 in your account to obtain the disclosed APY stated on the *Account and Term Certificate Rate Schedule*.
33. For all other terms and conditions applicable to IRA accounts, please refer to the IRA agreement and disclosure statement (IRA Account Disclosure), which is incorporated by this reference and provided to you when you open your IRA account.

Health Savings Accounts (HSA).

34. As to all HSA accounts, the Credit Union is a platform provider only, and does not undertake to provide individual tax or investment advice.
35. The minimum balance required to open this account is $0.00. You must maintain a minimum daily balance of $0.00 in your account to obtain the disclosed APY stated on the *Account and Term Certificate Rate Schedule*.
36. For all other terms and conditions applicable to HSA accounts, please refer to the HSA agreement and disclosure statement (HSA Account Disclosure), which is incorporated by this reference and provided to you when you open your HSA account.

Section 7. Terms and Conditions Applicable to Term Certificates.

1. Unless otherwise specified for a specific type of Term Certificate below, these general terms and conditions shall apply to all Term Certificate Accounts, which are Term Certificates and IRA Term Certificates.

Rate Information.

2. Term Certificate Accounts are fixed-rate accounts and are non-negotiable and non-transferable. For current dividend rates and corresponding APY, refer to the *Account and Term Certificate Rate Schedule*; we may change dividend rates and APYs offered for new Term Certificate Accounts. The dividend rate, APY, term, and Maturity Date for your Term Certificate Account will be set forth in a written communication we will provide to you when you open such account (the "*Certificate*"). You may also call the Credit Union to obtain current rate information. You will be paid the rates and yields until maturity.

Minimum Balance and Deposit Requirements.

3. The minimum balance required to open and maintain a Term Certificate Account is as follows:
    a. Term Certificate Accounts: The minimum balance required to open this account is $500. You must maintain a minimum average daily balance of $500 in your account to obtain the disclosed APY stated on the *Account and Term Certificate Rate Schedule* and to avoid closure.
    b. IRA Term Certificate Accounts: The minimum balance required to open this account is $500. You must maintain a minimum daily balance of $500 in your account to obtain the disclosed APY stated on the *Account and Term Certificate Rate Schedule* and to avoid closure.
4. Although credited dividends may be withdrawn or transferred at any time without the assessment of an early withdrawal penalty, the disclosed APY assumes that dividends will remain in the Term Certificate Account until the Maturity Date. An early withdrawal will reduce earnings.

Dividends.

5. Dividends will be compounded daily and will be credited monthly. For Term Certificate and IRA Term Certificate Accounts, the dividend period is monthly. Dividends are calculated by using the daily balance method which applies a

periodic rate to the daily balance in the account for the period. Dividends will begin to accrue on the business day non-cash items (e.g., checks) are deposited to the Term Certificate Account. If the Term Certificate Account is closed before dividends are credited, dividends accrued through the prior business day will be paid, subject to any early withdrawal penalty.

6. From time to time the Credit Union may offer certain promotional Certificate Accounts that have higher minimum balance requirements and different dividend rates.

Transaction Limitations.

7. Once your Term Certificate Account is established, you may not make deposits into the account until the Maturity Date. All withdrawals of principal before the Maturity Date are subject to early withdrawal penalties, except during the grace period described herein.

Early Withdrawal Penalties.

8. The Term Certificate Account will mature on the Maturity Date set forth in the *Certificate*. The Credit Union will terminate the Term Certificate Account and impose a penalty on the entire balance of the account if a withdrawal of principal is made prior to the Maturity Date. If the Term Certificate has a term to maturity equal to or less than one (1) year, the penalty imposed will equal ninety (90) days of dividends, whether or not earned. If the Term Certificate has a term to maturity greater than one (1) year, the penalty imposed will equal 180 days of dividends, whether or not earned.
9. 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. Early withdrawal penalties will not apply to:
    a. Withdrawals of credited dividends.
    b. Withdrawals of certificate funds during the ten (10) day grace period following the automatic renewal of the certificate.
    c. Withdrawals made subsequent to the death or disability of any owner of any Term Certificate Account.
    d. Withdrawals made subsequent to termination of membership.
    e. Withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.
    f. Withdrawal made to effect a required distribution of funds from accounts which are part of a pension plan that qualifies or qualified for specific tax treatment under Section 401 or from accounts qualifying under Section 408 of the Internal Revenue Service code.
    g. Withdrawal in accordance with any special terms contained in the *Certificate*.

Maturity and Renewal.

10. Your Term Certificate Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term unless you prevent renewal by withdrawing all of the funds in your Term Certificate Account. The renewal term will be 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. You may instruct us in person or in writing prior to the expiration of a ten (10) day grace period following maturity to renew or close the certificate on a date of your choosing within the grace period. Funds will continue to earn dividends but at the rate of a new certificate for the same term in effect on the Maturity Date until such date of closure or renewal. If automatically renewed, all funds in a Term Certificate 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 Savings Account and if you do not have a Regular Saving Account, we will open one for you and the funds from the term certificate that is no longer offered will be deposited until we receive final instructions from you. We shall close the Regular Savings Account once you instruct what to do with the matured funds.
11. Regular Terms for Term Certificate Accounts are terms of 90 days, 180 days, 1 year, 2 years, 3 years, 4 years and 5 years.

Notice.

12. As a courtesy we may, but are not required to, send you a written maturity notice at least ten (10) days in advance of the Maturity Date of your Term Certificate.
13. Certificate accounts subject to unclaimed property laws may not be automatically renewed and may be surrendered to the applicable state in accordance with state laws.
14. Subject to our lending policies, amounts on deposit in Term Certificate Accounts (except IRA Term Certificate Accounts) may be pledged as collateral security to loans.

PART II – FUNDS AVAILABILITY

Section 1: Your Ability to Withdraw Funds.

1. 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. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.
2. 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 *3 PM Local Time* 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 *3 PM Local Time* or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Section 2: Longer Delays may Apply.

1. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first $100 of these funds are available the same day of your deposit, while an additional $175 of your deposits will be available on the next business day after the date of your deposit; the remainder of these funds will be available the second (2nd) business day after the date of your deposit If we are not going to make all of the funds from your deposit available on the first (2nd) business day, 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 by the day after we receive your deposit.
2. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
3. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:
    a. We believe a check you deposit will not be paid.
    b. You deposit checks totaling more than $6,725 on any one day.
    c. You redeposit a check that has been returned unpaid.
    d. You have overdrawn your account repeatedly in the last six months.
    e. There is an emergency, such as failure of computer or communications equipment.
4. 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 ninth (9th) business day after the day of your deposit.

Section 3: Special Rules for New Accounts.

1. If you are a new customer, the following special rules will apply during the first 30 days your account is open.
2. 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 $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $6,725 will be available on the ninth 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 $6,725 will not be available until the second (2nd) business day after the day of your deposit.
3. Funds from all other check deposits will be available on the eleventh (11th) business day after the day of your deposit.

Section 4: Deposits at ATMs.

1. Funds from any deposits (cash or checks) made at ATMs we do not own or operate will not be available until the third (3rd) business day after the day of your deposit. All ATMs that we own or operate are identified as Credit Union ATMs.
2. You may make a maximum number of two (2) ATM deposits each 24-hour period.

Part III – Account Balances and Payment of Overdrafts

Section 1: General.

1. 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. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the 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. If you do not have enough available funds in your account to pay for a transaction, it will likely be returned unpaid for insufficient funds (NSF) and may result in merchant fees, or be paid an optional overdraft transfer from another account that you own, as described below, if you are eligible for such a plan and enroll.
2. Some transactions that can result in insufficient available funds 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 Online Banking Bill Pay Service, or other withdrawal requests authorized by you; (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.
3. This Part III discusses in Section 2 how to determine and manage your account balances. Section 3 then discusses how we will post transactions to your account. Based on these policies, your transactions can result in transaction(s) being presented for processing when your account's available balance is insufficient to pay the transaction(s).

Sections 4 discusses the kinds of services the Credit Union offers to allow for the payment of these transactions through an overdraft protection transfer.

Section 2: Your Checking Account Balance.

1. Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, online by a computer, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.
2. Your **actual** balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered available for transactions on your account. The actual balance is also referred to as "balance" on Credit Union ATM screens, in Online Banking, in Mobile Banking, and when you use our Audio Response Teller banking system. Your actual balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending or pending deposits that are subject to holds under our Funds Availability Policy.
3. While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your actual balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a $50 actual balance, but you just wrote a check for $40, then your actual balance is $50 but it does not reflect the pending check transaction. So at that point, you have an actual balance of $50, but you have already spent $40.
4. Your **available** balance is the amount of money in your account that is available to you to use. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending Debit Card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of $50 and an available balance of $50. If you were to use your Debit Card at a restaurant to buy lunch for $20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of $20, we will place a "hold" on your account for $20 (referred to as an "authorization hold"). Your actual balance would still be $50 because this transaction has not yet posted, but your available balance would be $30 because of the restaurant's preauthorization request that resulted in an authorization hold on $20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and reduce your actual balance by the amount of the posted transaction.
5. We use your available balance at the time a transaction posts to determine whether your account is overdrawn. Your account is considered overdrawn when the available balance in your account is negative (less than $0).
6. 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 and international transactions), we must release the authorization hold on the transaction.
7. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid 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.
8. Finally, your available balance may not reflect the most recent deposits to your account. Refer to Part II (Funds Availability) for information regarding the availability for withdrawal of your deposits. You should not assume that you can avoid overdrawing 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.

Authorization Holds for Debit Card Transactions.

9. When you use your Debit Card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your Debit Card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, 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. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.
10. 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. For example, this can happen in connection with transactions where your Debit Card is swiped before your actual transaction amount is known, such as at a restaurant or gas station (e.g., at a restaurant, you may choose to add a tip to the transaction amount). For these types of 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 cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

11. We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of Debit Card transactions) 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.
12. 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 (or for up to thirty (30) business days for certain transactions).

Section 3: How Transactions Are Posted to Your Account.

1. There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.
2. 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.
3. 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.
4. 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.
5. 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 the order they are received. 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 in the order they are received.
6. 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.

Section 4: Payment of Overdrafts.

Payment of Overdrafts.

1. We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay such a transaction, 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 our costs of collection. We may close, without notice, any account with excessive insufficient funds activity, and report the account to a consumer reporting agency.
2. We recommend that you request and establish the optional overdraft protection plans described below. These plans can help you avoid overdrafts and returned items.

Transfers to Cover Overdrafts.

3. 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, HSAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.
4. If we pay an item drawn against insufficient available funds on an account with more than one (1) member on the Signature Card, each member, and agent if applicable, drawing or presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts.

Optional Overdraft Protection Plans.

5. We offer optional overdraft protection plans that you may apply for the Overdraft Line of Credit loan account where your line of credit is used for overdraft protection, and an Overdraft Protection Service where funds from a linked Savings or other Share Account are used for overdraft protection. If you qualify for these optional services we will look first to see if you have been approved or asked us to establish these services prior to returning items due to NSF.

a. **Overdraft Line of Credit.** This is a revolving 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 Overdraft 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 any fees). If you are approved for an Overdraft Line of Credit, you will be provided with separate terms and conditions applicable to the Overdraft Line of Credit.
b. **Overdraft Protection Transfers.** You may enroll and authorize us to make transfers of available funds automatically from your eligible Savings or other Share 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 Savings Account.

6. If you do not have sufficient available credit on your Overdraft Line of Credit or the funds in your Savings Account are not sufficient to pay the overdraft on your checking account, then the item causing the overdraft will be returned or the transaction denied. If you decline to utilize any of the optional overdraft protection plans, and there are insufficient available funds in your checking account to pay an item, your items will not be paid, they will be returned. Transfers will appear on your periodic statements for each applicable account.

Limits on Overdraft Protection Transfers.

7. We will not transfer more than the available account balance in a linked savings account or the available credit (as of the end of the previous business day) on an Overdraft Line of Credit account, even if the amount of the overdraft is more than the available amount.

Termination of Optional Overdraft Line of Credit or Overdraft Protection Transfers.

8. We may terminate optional Overdraft Line of Credit or Overdraft Protection Transfer services at any time by sending you written notice. Any owner of the checking account, any owner of a linked savings or other share account used for Overdraft Protection Transfers, or any borrower on an Overdraft 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.

NSF Transactions.

9. We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.
10. If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times;[this may also occur when you initiate transfers and payments through your Credit Union Online Banking or Bill Payment services and your account lacks sufficient available funds at the time the transaction is scheduled to occur, as we may decline the transaction, and then resubmit the same transaction at a later time in an attempt to process your requested transaction].

Part IV – Electronic Fund Transfers (EFT)

1. This Part IV of the Agreement sets forth the terms and conditions governing electronic fund transfers.
2. Electronic fund transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, direct deposits, automated teller machines (ATMs), Debit Card and Audio Banking.
3. Your acceptance, retention, or use of an ATM Card, Debit Card, Personal Identification Number (PIN), Access Code, or other EFT hereunder constitutes an agreement between us and you to be bound by the additional terms and conditions contained in this Part IV.
4. Where not in conflict with the terms of this Part IV, the general terms and conditions elsewhere in this Agreement, or such other agreements under which electronic services may be provided remain in full force and effect and continue to be applicable, except as specifically modified by this Part IV.
5. These disclosures are given by us in compliance with the Electronic Fund Transfer Act (15 USC § 1693 et seq.) and Regulation E (12 CFR Part 1005) to inform you of certain terms and conditions for use of the electronic services described in this Agreement.
6. At the present time, we offer the following electronic services:
    a. Preauthorized deposits of net paycheck;
    b. Payroll deductions;
    c. Preauthorized deposits of pension checks and federal recurring payments (for example, Social Security payments);
    d. Preauthorized withdrawals for bill payments and other recurring payments;
    e. Automated Teller Machine (ATM) EFT services at Credit Union-owned (proprietary) ATMs and on Shared Network ATMs such as the CO-OP Network, STAR and Plus, and such other systems as may be added from time to time;

f. Audio Banking;
g. Online Banking;
h. Online Banking Bill Pay Service;
i. ATM or Debit Card;
j. Electronic Check Transactions;
k. Transactions at a Point-of-Sale (POS) terminal whether or not an access device is used;
l. Mobile Banking; and
m. Mobile Deposit.

7. General disclosures applicable to all electronic services offered by us is given below, with certain specific disclosure information for each service following in separate sections.

Section 1: General Disclosures Applicable to All Electronic Services.

1. The Electronic Access Systems are the electronic methods by which you may access certain account information as provided hereunder. These may consist of the Online Banking, Mobile Banking, Online Banking Bill Pay, or other methods we may add from time to time.
2. "Card" means the ATM Card and Debit Card. "Access Code" means a PIN, password, or identification number used to access your account(s), Card(s), or Electronic Access Systems.
3. Your use of the electronic services is subject to our approval.

Business Day Disclosure.

4. Our business days are Monday through Friday, except federal holidays. Our business hours are 9 AM to 5 PM Local Time, Monday through Friday. To obtain branch specific hours and holiday schedules you may visit our website www.self-help.org or by contacting us at our general information line (877) 369-2828.
5. Our proprietary ATMs are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties.
6. Audio Banking, Online Banking, Mobile Banking and Online Banking Bill Pay system are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

Right to Receive Documentation of Transactions.

7. **Terminal Transfers**. In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us. Federal law provides that for certain small dollar transactions at merchant locations you may not receive a receipt.
8. **Periodic Statements**. You will receive a monthly account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

Online Banking Transactions.

9. You may print a record of any individual transaction conducted through Online Banking at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction provided it is no more than three (3) months from the date of the transaction. A Research Fee may be charged for such a request in addition to a fee for paper copy as set forth in the *Fee Schedule*.

In Case of Errors or Questions About Your Electronic Services Transactions.

10. In case of errors or questions about your electronic services transactions, notify us immediately at the address provided in Part I, Section 1, Paragraph 23. If you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on your periodic statement or receipt, you can also contact us as provided above. We must hear from you no later than sixty (60) days after we send you the FIRST periodic statement on which the problem or error appeared. You must:
    a. Tell us your name and account number;
    b. Describe the error or the transaction you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information; and
    c. Tell us the dollar amount of the suspected error.
11. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
12. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.
13. In accordance with Visa Operating Rules and Regulations, you will receive provisional credit for Visa Debit Card losses for unauthorized use within five (5) business days after you have notified us of the loss. However, refer to the

"Additional Disclosures Applicable to PIN-LESS Visa Debit Card Transactions" section of this Agreement for further details regarding Visa Debit Card transactions initiated through a non-visa debit network.

14. For errors involving new accounts, point-of-sale, or transactions initiated outside of the United States, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. Your account is considered a "new account" for the first thirty (30) days after the first deposit is made, unless you already have an established account with us before this account is opened.
15. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we provisionally credited your account, we will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting.

16. You are responsible for all transfers you authorize using the electronic services described in this Agreement. If you permit other persons to use your Card, PIN(s), and/or Access Code, you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us AT ONCE if you believe your Card, PIN(s), and/or Access Code have been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of minimizing your possible losses. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum Overdraft Line of Credit, if you have one). However, if you believe your Card, PIN(s), and/or Access Code have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50 if someone used your Card, PIN(s), and/or Access Code to access your account without your permission.
15. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, PIN(s), and/or Access Code and we can prove we could have stopped someone from using your Card, PIN(s), and/or Access Code without your permission if you had told us, you could lose as much as $500.
16. Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed or delivered to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.
17. If you can document that a good reason (such as a long trip or hospital stay) kept you from telling us, we will review your case and may extend the time period.
18. If you are using a Debit Card for transactions that take place on the Visa network system, Visa rules provide for zero liability for unauthorized transactions under certain conditions. This does not apply to transactions that are not processed through the Visa network. These exceptions do not apply to transactions originating from your gross negligence and/or fraudulent use of your Debit Card.

How to Notify the Credit Union in the Event of an Unauthorized Transaction.

19. If you believe your Card(s), PIN(s), or Access Code(s) have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must notify us as provided in Part I Section 1 Paragraph 23 or call the number listed on your Card or periodic statement.
20. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Our Liability for Failure to Make or Complete Electronic Fund Transfers.

21. If we do not properly complete an EFT to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:
    a. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;
    b. Delays in processing and/or payment are caused by third-party software and/or services;
    c. Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to complete the transaction(s);
    d. The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
    e. We received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner);
    f. The ATM or network system was not working properly, and you knew about this breakdown when you started the transaction;
    g. The ATM where you were conducting the transaction did not have enough cash or cash in the denominations you requested;
    h. Your Card, PIN, or Access Code you provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip or chip, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, is retained by us at your request, or your Card, PIN, or Access Code has been repeatedly entered incorrectly;
    i. The transaction would exceed an unused line of credit limit or other account transaction limits;

j. Our failure to complete the transaction or the placement of a block on your account is done to protect the security of your account and/or the electronic terminal system;
k. You make an error in keying your deposit at an ATM or through the Online Banking system (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result);
l. The payee mishandles or delays a payment sent by Online Banking Bill Pay;
m. You have not provided our Online Banking Bill Pay Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or
n. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity. There may be other exceptions not specifically mentioned above.

22. Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be debited from your account, or caused funds from your account to be transferred to a person or entity which does not comply with your bill payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.
23. **THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.**

PIN and Access Code Use and Security.

24. You understand that you cannot use your Card, Electronic Access Systems, Online Banking Bill Pay Services, or other electronic transactions contemplated hereunder without the applicable Access Code. You are responsible for the safekeeping of your Access Code provided by us or selected by you and for all transactions by use of an Access Code. Your use of an Access Code is your authorization to us to withdraw funds from your savings account or checking account to cover such transactions. Your Access Code(s) is confidential and should not be disclosed to third parties or recorded. You will notify us immediately and send written confirmation if your Access Codes are disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the Access Code immediately to prevent transactions on your account(s) if anyone not authorized by you has access to the Access Code. If you disclose your Access Code(s) to anyone, however, you understand that you have given them access to your account(s) and you are responsible for any such transaction. If you authorize anyone to use your Access Code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Access Code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Access Code is changed.

Card Safety Precautions.

25. YOU MUST KEEP YOUR CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT. YOU MUST NOT DISCLOSE YOUR ATM ACCESS CODE TO ANY UNAUTHORIZED PERSON OR WRITE IT ON YOUR CARD, CARRY IT IN YOUR WALLET OR PURSE, OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE; YOU WILL IMMEDIATELY REPORT ANY LOSS OR THEFT OF YOUR CARD. IF YOU AUTHORIZE US TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM YOUR ACCOUNT(S) WHICH CAN BE ACCESSED BY THE CARD REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD.
26. All transactions affected by use of Electronic Access Systems, Electronic Check Transactions, Cards, or other electronic transaction contemplated hereunder which would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of an Electronic Check Transaction, the Card(s) and/or Access Code(s), or as otherwise authorized under this Agreement.

Fees for EFTs.

27. All fees associated with your EFTs are disclosed in our *Fee Schedule*. Any fees charged will be deducted from your checking or savings account. The Credit Union reserves the right to increase or add new fees at a future date after we give you notice of such fees as required by law.
28. If you have been issued an additional Card for a joint owner or authorized user/signer on your account, any applicable transaction fees outlined in our *Fee Schedule* will be based on combined transactions. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged to your account within two (2) business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your monthly statement.
29. If you use an ATM that is not operated by us, you may be subject to additional fee(s) imposed by another financial institution, merchant, and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer. This practice is known as "surcharging" and is in addition to any ATM fees charged by us.

Electronic Fund Transfer Limitations.

30. Withdrawals or transfers out of your savings accounts are limited. On all Share Accounts and Money Market Accounts, we will allow you to make up to six (6) preauthorized, automatic, telephonic, audio response or Online Banking

transfers to another of your accounts or to the account of any other person or organization during each statement period. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction. If you exceed these limitations in any calendar month, we can refuse or reverse the transfer, and charge a fee as stated in the *Fee Schedule*. Transactions that are not covered by these limitations include (1) transfers from your account to pay a loan with us, and (2) transfers to your other accounts with us or withdrawals by check mailed directly to you, if the transfer or withdrawal is conducted in person, by mail, or at an ATM.

31. Each transfer or payment through Online Banking or Mobile Banking from your savings account is counted as one of the six (6) limited transfers you are permitted each statement period. We recommend that you not use a savings account as your bill payment account because of these limits on transfers.

Termination or Suspension of Electronic Services.

32. You may, by written request, terminate any of the electronic services provided for in this Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination; however, if you ask us to terminate your account or the use of any electronic service, you will remain liable for subsequent transactions performed by any other party to your account. Termination of electronic service(s) does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination. Upon termination of electronic services, the Credit Union will endeavor to cancel any applicable account transactions you have previously authorized, provided that the Credit Union makes no guarantee that it will be able to do so. You will be solely responsible for any fees that apply to any such cancellation.
33. We reserve the right to terminate your access to the electronic services, in whole or in part, at any time and for any reason. In addition, electronic services (including ATM and Debit Cards) may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing as defined in Part VI below. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your account(s) to cover any fees and other transfers and debits.

Self-Help HSA Debit Card.

34. HSA debit card use is restricted to health care providers and merchants providing qualified medical products and services such as doctors' offices, pharmacies, and medical supply stores. Any medical service provider or health care merchant that accepts VISA, Mastercard or STAR accepts your HSA debit card.
35. When using the Credit Union HSA debit card to access your Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A Health Savings Account as defined by the IRS is a trust account, and therefore is not covered under Regulation E. You agree to use the HSA debit card in accordance with the HSA agreement. Funds to cover purchases paid with the HSA debit card will be deducted from your Credit Union Health Savings Account (HSA). The Credit Union does not guarantee that all approved payments made with the HSA debit card are, in fact, qualified medical expenses. At present time, you may use the HSA debit card to purchase qualified medical products and services as follows:
    a. Point-of-sale (POS) purchase transactions with your card and personal identification number (PIN) from health care providers and merchants that accept the HSA debit card.
    b. Point-of-sale (POS) purchase transactions with your card and signature from health care providers and merchants that accept the HSA debit card.
    c. When ordering qualified medical products and services online, by mail, or by telephone.
36. The following limitations on HSA debit card transactions may apply:
    a. Use of the card is restricted to health care service providers and merchants providing qualified health care products and services under a high deductible health plan.
    b. You may make up to 10 signature purchases per day with the HSA debit card.
    c. You may make up to 10 PIN POS purchases per day.
    d. Purchase amounts are limited and will not exceed the amount in your account. The Credit Union will not authorize overdraft coverage with the HSA debit card.
    e. Your HSA debit card will not work at ATMs.
37. It is important that you report a lost or stolen HSA debit card and unauthorized HSA debit card purchases immediately to limit your liability for losses.

Section 2: Additional Disclosures Applicable to ATM Cards and Debit Cards.

1. The disclosures in this section apply to the use of your Card to conduct EFTs, including, but not limited to, use of the Card at ATMs and POS terminals. By use of your Card at a participating POS terminal, you authorize us to make withdrawals from your designated account for cash advances and/or purchases. Access to ATMs is through the use of a Card and a PIN.

Ownership of Card.

2. The Card remains our property, and you agree to surrender the Card to us upon demand. We may cancel, modify, or restrict the use of any Card upon proper notice or pursuant to the Limitation of Services provisions in Part VI. We may also cancel, modify, or restrict the use of any Card without notice if: (a) any of your accounts have a negative balance that is not paid within the time provided in this Agreement; (b) you use your Card in a manner which may cause a loss to us; (c) your account is inactive, which for the purposes of this paragraph is defined as an account that has had no member-initiated transaction activity for thirty (30) consecutive days; (d) any mail sent to your address is returned to us as undeliverable; (e) any email sent to you by us is returned as undeliverable; (f) we are aware that

you have violated any term of this Agreement, whether or not we suffer a loss; or (g) where necessary to maintain or restore the security of your account(s) or the POS system. We also reserve the right to recall the Card through retrieval by any of the ATMs.

3. The following transactions are available when using the Card and PIN at Credit Union ATMs:
    a. Deposits or transfers to your Savings Account(s) and Checking Account(s);
    b. Withdrawals or transfers from your Savings Account(s), Checking Account(s), and Loan Account(s);
    c. Certain loan payments made by cash, check, or by transferring funds from your Savings Account(s) or Checking Account(s);
    d. Advances on your Line of Credit; and
    e. Account balance inquiries.
4. Some of the above transactions may be unavailable at all terminals. All payments and deposits are subject to later verification by us.

Limitations on Frequency and Dollar Amounts of Transactions.

5. For security reasons, in the event your Card or PIN is lost or stolen, there are limits on the dollar amount of transactions you can make on the ATM System. Provided you have enough money available in your account(s), you may withdraw up to a maximum of $1,000 during any day, including Saturday and Sunday, when using an ATM. However, the amount that you may withdraw daily or in any single use of the ATM may be different at Network ATMs, where limits are determined by each individual participating financial institution.

Safety Tips for Using an ATM or POS Terminal.

6. When using your Card you should observe the following precautions:
    a. Be aware of your surroundings, particularly at night;
    b. Consider having someone accompany you when using the ATM or POS terminal after dark;
    c. Have your Card ready in your hand as you approach the ATM, rather than waiting to get to the ATM or POS terminal to take it out of your purse or wallet;
    d. Be careful that no one can see you enter your PIN, by using your other hand or body to shield the ATM/POS terminal keyboard as you enter your PIN;
    e. Put away cash as soon as the transaction is completed, do not display it, and do not count the cash until later in the safety of your vehicle or home;
    f. If you notice anything suspicious when approaching the ATM, defer the transaction until later or use another ATM or POS terminal;
    g. If you notice anything suspicious while transacting business, immediately cancel the transaction and put your Card away;
    h. Visually inspect the ATM for possible skimming devices. Potential indicators can include sticky residue or evidence of an adhesive used by criminals to affix the device, scratches, damaged or crooked pieces, loose or extra attachments on the card slot, or noticeable resistance when pressing the keyboard;
    i. To keep your account information confidential, always take your receipts or transaction records with you; and
    j. Immediately report all crimes to the ATM or POS terminal operator and local law enforcement officials.

Right to Receive Documentation of Transactions.

7. Generally, you will receive a receipt at the time you make an ATM transaction. You should retain this receipt and compare it with your statement.

Making Electronic Fund Transfers.

8. You agree to follow the instructions posted or otherwise given by us or the Network ATM systems concerning the use of the ATMs.
9. You understand and agree that we accept deposits at an ATM subject to verification and collection by us and such deposits may only be credited or withdrawn in accordance with our Funds Availability Policy. Transactions accomplished after the close of business each day will be deemed to have occurred on our next business day.

Digital Wallet.

10. A digital wallet is a third-party service that provides an additional mechanism by which you can present your debit card to participating merchants to purchase goods or services. You can add your eligible debit card(s) to a digital wallet by following the instructions of the digital wallet provider. The only Credit Union debit cards that you can add to a digital wallet are those that we indicate are eligible from time to time in our sole discretion.
11. If your debit card or underlying account is not in good standing, we may elect not to allow the card to be added to a digital wallet.
12. When you add a card to a digital wallet, the digital wallet will allow you to use the card for transactions where the digital wallet is accepted consistent with the terms and conditions set forth by the digital wallet provider.
13. You understand that your use of a digital wallet also will be subject to agreements or terms of the digital wallet provider, such as Apple, Google, or Samsung. The digital wallet may not be accepted at all places where your card is accepted.
14. The terms and conditions of your agreements with the Credit Union governing issuance and use of your accounts and cards will not be affected by your adding a card to a digital wallet.
15. Any applicable fees and charges that apply to your card will also apply when you use a digital wallet for transactions involving your card. The Credit Union does not charge any additional fees for adding a card to a digital wallet or using your card in a digital wallet.
16. You are responsible for any applicable wireless carrier data or usage fees incurred with the use of the digital wallet.

17. You should contact the digital wallet provider on how to remove a card.
18. We may also block a card in your digital wallet from purchases at any time and for any reason.
19. The Credit Union does not provide any digital wallet service to you. Our sole responsibility with respect to digital wallet activity is to exchange information with the digital wallet provider as necessary to process transactions initiated by using the card in the digital wallet. We are not responsible for any failure of the digital wallet, or the inability to use the digital wallet for any transaction. We are not responsible for the performance or non-performance of the digital wallet provider or any other third parties regarding any agreement you enter into with the digital wallet provider or associated third-party relationships that may impact your use of the digital wallet.

Foreign Transactions and Charges.

20. Purchases and cash advances processed outside of the United States or in a foreign currency will be billed to your account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with Visa's operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars, the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government-mandated rate in effect for the applicable central processing date. The processing date on which the exchange rate is applied may differ from the date you used your debit card. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference.
21. We charge an International Service Assessment (ISA) Fee for ATM and debit card transactions settled outside the United States. For example, if you use your debit card for an Internet transaction you initiate here in the United States, but the merchant processes the transaction and it settled outside the United States, an ISA Fee will be charged. The ISA Fee is 1% for transactions where the currency must be converted.

Additional Disclosures Applicable to Point-Of-Sale Transactions.

22. The limitations on dollar amounts of transactions described hereunder apply to each ATM Card and Debit Card for transactions in aggregate on all of your accounts under the same member number.
23. You may not stop payment on a completed electronic Point-of-Sale transaction debiting your account.

Types of Available Transactions and Limits on Transactions.

24. By use of your Card with your PIN or signature at a participating POS terminal, you authorize us to make withdrawals from your checking account for cash advances and/or purchases. You understand that overdraft protection may not be available for such transactions for funds availability or authorization purposes.

Account Access.

25. You may use your Card to withdraw cash from your checking account by way of a cash advance from merchants, financial institutions, or others who honor the Card. You understand that your Card is not a credit card and does not provide "credit."

Limitations on Frequency and Dollar Amounts of POS Card Transactions.

26. You may make cash advances and purchases only to the extent that you have available funds in your checking account subject to applicable limitations. You understand that the Card has a daily transaction limit of $1,000 for POS transactions each 24-hour period.

Right to Receive Documentation.

27. Generally, you will receive a receipt from the merchant or financial institution at the time you make a purchase or obtain a cash advance from your checking or Regular Savings account. You should retain these receipts to compare with your statement.

Card Claims and Transaction Questions.

28. When you authorize other parties to debit your account, you are responsible for these transactions. Thus, you may have to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning property or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted the Card. We will not be able to help you because we only have the information received from the other party. Any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the sales slip. You are not permitted to stop payment on any purchase made through the use of your Card.

Debit Card Purchase Returns and Adjustments.

29. Any refund to you by a merchant or seller of goods or services may be made on a credit voucher signed by you and submitted to us by the merchant or seller, or through a cash refund. If a refund is made by credit voucher, the amount of your credit will be indicated on your checking account statement.

Use of Debit Card.

30. The use of your Debit Card shall be through PIN activation or your signature. You agree that all transactions made with your authorized PIN or signature utilization are made by you, and you accept all financial liability for such transactions. You also agree to sign your signature in the space provided on your Debit Card for additional security and protection. You agree to keep your PIN protected as described under Section 1 hereunder.

Transaction Fees.

31. Merchants and institutions other than the Credit Union may charge transaction fees for your transactions with them. These fees will be included in the amount of the transaction as it appears on your statement.

Section 3: Additional Disclosure Applicable to Audio Banking.

Account Access.

1. You will have access to Audio Banking system with a personal Access Code that you select. You may change your Access Code(s) at any time and should do so if an unauthorized person has access to your current Access Code(s).

Types of Transactions.

2. You may use your Access Code(s) with Audio Banking to:
    a. Make inquiries on account balances and loan payment data.
    b. Request that we issue a stop payment order on checks drawn on your checking account(s), subject to the terms of this Agreement.
    c. Request a check withdrawal from your savings or checking account.
    d. Request transfers to and from savings, money market, checking accounts, and/or loans.
    e. Request transfers from savings or checking accounts to make loan or other payments.
    f. Inquire about paid checks.
    g. Inquire about prior and current year's dividends.
    h. Authorize us to pay bills as directed by you.
3. We may offer additional systems and/or services in the future, and if so you will be notified of them. All payments and deposits are subject to later verification by us.

Limitations.

4. Account withdrawals and transfers are unlimited to the extent that you have clear available funds in the account and have not exceeded any required limitations.
5. Requests for check withdrawals accepted on regular business days will be mailed on the next business day to the address of record for the account. The minimum savings withdrawal is $1 and the maximum is $5,525 during any 24-hour period.

Verification of Transfers.

6. You may telephone us at the telephone number provided in Part I, Section 1, Paragraph 23 and we will advise you whether or not the transfer has occurred.

Data Recording.

7. When you use Online Banking, the information you enter may be recorded.

Access Code Safety Precautions.

8. You must not disclose your Access Code to any unauthorized person, carry it in your wallet or purse, or otherwise make it available to anyone else;
9. You will report to us immediately if you forget your Access Code or have reason to believe it has been compromised in any way.
10. If you give access to your accounts and/or give your Access Code to anyone (joint owner or not), this person will have access to all of your accounts under your member number, including loans accessible through Audio Response Teller, and will also have the ability to modify your Access Code at any time. By giving your Access Code to anyone, you have authorized that person to withdraw funds from your accounts.
11. THE AUDIO RESPONSE TELLER SYSTEM IS AUTHORIZED ONLY FOR DOMESTIC USE WITHIN THE UNITED STATES AND TERRITORIES THAT FALL UNDER THE JURISDICTION OF U.S. LAWS AND TREATIES. THE CREDIT UNION ACCEPTS NO RESPONSIBILITY FOR ANY USAGE GOING OUTSIDE OR THROUGH THE TERRITORIAL JURISDICTION OF THE UNITED STATES OR ANY VIOLATIONS OF FOREIGN ENCRYPTION OR TELECOMMUNICATION PROHIBITIONS OR LAWS.

Section 4: Additional Disclosure Applicable to Electronic Access Systems.

Terms of Transactions.

1. If you choose to use the Online Banking, Mobile Banking, Online Banking Bill Pay services, in addition to the Electronic Access System terms and features previously discussed hereunder, you will be provided additional terms and disclosures when you enroll in such Electronic Access Systems that you must agree to.

Section 5: Additional Disclosures Applicable to Electronic Check Transactions.

1. If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person, by telephone, or via the Internet, to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), then the following **Types of Available Transactions** apply to you:
    a. You may authorize a merchant or other payee to make a one-time Electronic Check Transaction from your checking account using information from your check to (1) pay for purchases and/or (2) pay bills. You may also authorize a merchant and/or other payee to debit your checking account for returned check fees or returned debit entry fees.
2. You may make such a payment via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or you have provided the merchant or payee with the routing, account, and serial numbers by telephone or via the Internet to make a payment or a purchase.

Account Access.

3. Electronic Check Transactions may only be made from your checking account.

Limitations on Dollar Amounts of Transactions.

4. You may make Electronic Check Transactions only to the extent that you have available funds in your checking account.

Section 6: Additional Disclosures Applicable to ACH Transactions.

Account Access.

5. You may use our ACH services to make one-time and recurring ACH deposits and payments. If you schedule your preauthorized payment due date to occur on a non-business day, it will be sent out on the next business day.

Types of Transactions.

6. You may use our ACH services to perform the following transactions:
    a. Make deposits to your savings or checking account;
    b. Pay bills directly from your savings or checking account in the amounts and on the day you request;
    c. Make loan payments;
    d. Authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay bills or pay for purchases; and Authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.
7. All payments and deposits are subject to later verification by us.

Direct Deposit.

8. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (877) 369-2828 to find out whether or not the deposit has been made. For accounts that can only be accessed by preauthorized or direct deposits, we will provide a periodic statement to you at least monthly.

Right to Stop Payment and Procedure for Doing So.

9. You can place a stop payment on a recurring payment made through our Audio Response Teller banking system or our Online Banking system by writing to us at 2504 Tenaya Drive, Modesto, CA 95354, or you may ask us orally at least three (3) business days or more before the next payment from your account is scheduled to be made. If you call or tell us orally, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call or the stop payment order will cease to be binding. We will charge you a fee for each stop payment order you give as set forth in our *Fee Schedule*.
10. If you stop payment on a preauthorized payment from your account and that payment is a recurring debit, the stop payment applies only to that particular payment. You are not revoking authorization for the third party to receive the recurring payment. If you have requested to cancel the entire preauthorized payment authorization, you understand and agree that you must also contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.

Initial Authorization.

11. You can get copies of the preauthorized payment documentation from the payee at the time you give them the initial authorization.

Notice of Varying Amounts.

12. If recurring payments vary in amount, the payee is required to tell you the amount and date of the next payment at least ten (10) days before the payment due date. You may choose to get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Our Liability for a Failure to Stop Payment.

13. If you place a stop payment order three (3) or more business days or more before the transfer is scheduled, and we still pay, we will be liable for your losses or damages.

Section 7: Substitute Checks and Your Rights.

What is a Substitute Check?

14. To make check processing faster, federal law permits Financial Institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check.
15. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check."
16. You may use a substitute check as proof of payment just like the original check.
17. Some or all of the checks that you receive back from us may be substitute checks.
18. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

19. In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may

attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

20. The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.
21. If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.
22. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

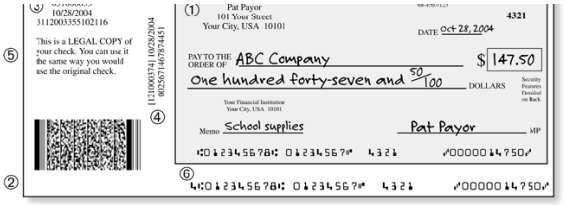
How do I make a claim for a refund?

23. If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us:

By Phone: Call (877) 369-2828
By Email: info@self-helpfcu.org
By Mail: Self-Help Federal Credit Union
2504 Tenaya Drive
Modesto, CA. 95354
ATTN: Member Services

Note: If you are in South Carolina call (800) 966-7353.

24. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extenuating circumstances.
25. **Your claim must include:**
    1. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
    2. An estimate of the amount of your loss;
    3. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
    4. A copy of the substitute check [and/or] the following information to help us identify the substitute check:
        - The check number;
        - The amount of the check; and
        - The name of the person to whom you wrote the check.



- An image of the original check appears in the upper right-hand corner of the substitute check.
- A substitute check is the same size as a standard business check.
- The information in asterisks relates to the "reconverting **Financial Institution**" the financial institution that created the substitute check.
- The information in [brackets] (appears sideways facing the check image) relates to the "truncating **Financial Institution**" the financial institution that took the original check out of the check processing system.
- The Legal Legend states: *This is a legal copy of your check. You may use it the same way you would use the original check.*
- The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the substitute check number, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the substitute check number to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

Part V – Funds Transfer Agreement and Notice

1. This Funds Transfer Agreement and Notice (Funds Transfer Agreement) contains several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union, as governed by Uniform Commercial Code and federal Regulation J, Subpart B. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Funds Transfer Agreement.
2. To the extent that the terms contained in this Funds Transfer Agreement are different than those in any other agreement or terms of account, this Funds Transfer Agreement shall control and be deemed to modify such other agreements or terms of account. If any part of this Funds Transfer Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
3. This Funds Transfer Agreement applies to Funds Transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve. This law and regulation cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits and some book transfers on the Credit Union's records.
4. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for wire transfers will be at 1 pm Pacific Time on each business day that the Credit Union is open which is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.
5. We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, your "Authorized Agents"). You must provide us with a complete list of your Authorized Agents at the time the funds transfer is initiated, as only you and your Authorized Agents will be permitted to initiate funds transfers from your accounts at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction authorized by you. You must promptly notify the Credit Union of any changes in your Authorized Agents by providing written notification of such change in writing. Changes in Authorized Agents by you shall be effective the business day following receipt of written notice or a new Funds Transfer Agreement.
6. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union may amend the security procedure(s). You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using the security procedure(s) unless you notify the Credit Union in writing that you do not agree to the security procedure(s). In that event, we shall have no obligation to accept any payment order from you or the Authorized Agents on the account until you and we agree, in writing, on an alternate security procedure. Provided we comply with the security procedure(s), you will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you. If we do not follow the security procedure(s), but can prove the transfer request was originated you, you will still be liable for the transfer amount plus transfer fees. You authorize us to record electronically or otherwise any telephone calls relating to any transfer under this Funds Transfer Agreement.
7. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law governing all Fedwire transactions. This means that your rights and liabilities with regard to a wire transfer involving Fedwire will be governed by Regulation J.
8. We shall be excused from delaying or failing to execute a funds transfer if it would result in us exceeding any limitation on our intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.
9. If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's financial institution on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to us if the funds transfer is completed on the basis of the identifying account number you provided us.
10. If you give us a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person/entity than the named financial institution. This means that you will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.
11. We shall not be liable for acts or omissions by you or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's financial institution, and any beneficiary, none of which shall be deemed our agent.
12. We may give you credit for ACH payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree, if we do not receive such final settlement, that we are entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that we may provide you with access to ACH funds before we actually receive the money.

However, if we do not receive the money, then we may reverse the entry on your account and you would be liable to repay us.

13. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, we will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in your periodic account statements.
14. If we receive a funds transfer for you or for other persons authorized to have access to your account, you agree that we are not obligated to provide you with next day notice of the receipt of the funds transfer. We will provide you with notification of the receipt of all funds transfers by including such items in your periodic account statements. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
15. If we receive notice that a wire transfer transmitted by us has been rejected, we shall notify you of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. We will have no further obligation to transmit the rejected wire transfer if it complied with this Funds Transfer Agreement with respect to the original transfer request. Except to the extent required by applicable law, you shall have no right to cancel or amend any transfer request after it is received by us; however, we shall use reasonable efforts to act on a cancellation or change request as long as it is received from you in accordance with the agreed-upon security procedures. We shall have no liability if the cancellation or change is not affected.
16. If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
17. We may, in our sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to our satisfaction or which we reasonably believes may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that we shall incur no liability for any loss.
18. Occasioned by our refusal to accept any funds transfer order.
19. We shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request. We may charge a service fee for services relating to the sending or receiving of the funds transfer request. Such fees are set forth in the Credit Union's *Fee Schedule*, which accompanies this Funds Transfer Agreement and is incorporated by this reference.
20. If you initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, we may transfer payment in the currency of the beneficiary bank's country at our buying rate of exchange to United States dollars. If the transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses we incur.
21. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that we will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which we failed to abide by the agreed upon security procedures) which you fail to report to us within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within our reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Funds Transfer Agreement; (5) any ambiguity or inaccuracy in any instruction given to us by you or your Authorized Agent; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond our reasonable control, including, but not limited to, any computer or communication facilities malfunction.
22. Except as otherwise provided by applicable state or federal laws or regulations, our liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest. **UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/ OR ANY FUNDS TRANSFER REQUEST.**

23. Subject to applicable state and federal laws and regulations, we may amend the terms of this Funds Transfer Agreement at any time. By thereafter using or continuing to use our funds transfer services, you agree to such amendments.

Part VI – Member Conduct and Limitation of Services Policy

Section 1: General Provisions.

1. The privilege of the Credit Union services available to members must be reserved for members who are in "good standing." The purpose of this policy is to:
    a. Protect the Credit Union's employees, volunteers and members from abusive members;
    b. Protect the Credit Union from fraudulent activity;

c. Safeguard member assets; and
d. Mitigate the risk of Credit Union losses.

2. To this end, this Part VI addresses standards of member conduct in order to assure the rights and protection of the Credit Union's employees, volunteers and members. This policy also defines what constitutes a "monetary loss" which may also serve as a basis for limiting member services.
3. 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 respect and is committed to maintaining a work place free from unacceptable conduct from any source.
4. In the event that you engage in any type of "abusive behavior" (defined below) towards a Credit Union member, employee or volunteer engaged in Credit Union business, the Credit Union is authorized to apply appropriate remedial measures against you.
5. This Part VI extends to any member "not in good standing" who seeks member services whether directly or indirectly through a Credit Union account. This policy also applies to any person, including but not limited to any joint account owner, who has access to Credit Union services directly or indirectly through you.
6. You will not be considered to be in "good standing" with this Credit Union if:
    a. 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 "monetary loss" (defined below);
    b. You have a loan account with us that is delinquent fifteen (15) days or more;
    c. You have a deposit account with us that is overdrawn thirty (30) days or more;
    d. You manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union's membership; or
    e. You engage in "abusive behavior," 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.
7. 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.
8. This Part VI also extends to member conduct at any Credit Union Service Centers Network or any other shared-branching network.
9. This Part VI further extends, as provided in Section 3 below, in the event that the Credit Union cannot locate or contact you and needs to contact you to prevent further costs and losses resulting from delinquencies on loans or negative deposit balances.

Section 2: Definitions.

10. "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, ATM services, Debit, ATM and Credit Cards, Online Banking services, and other electronic fund transfer services.
11. A "monetary 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.
    a. For loans: the monetary 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.
    b. For shares: monetary loss is defined as the negative balance in the share account written off as uncollectible.
12. "Abusive behavior" includes, but is not limited to, any of the following conduct:
    c. Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business. "Abusive behavior" includes, but is not limited to, a failure to adhere to applicable health directives set forth under federal, state, or local government regulations or those rules established by the Credit Union to protect its staff and members.
    d. Any form of action which may constitute harassment under the Credit Union's harassment policy. For example:
        - Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
        - Inappropriate touching.
        - Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature;
    e. making graphic or degrading comments about an individual or his or her appearance.
    f. Displaying sexually suggestive objects or pictures.
    g. Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example:
        - Engaging in offensive or abusive physical contact.
        - Making false, vicious or malicious statements about any Credit Union employee or volunteer or the Credit Union and its services, operations, policies, practices, or management.
    h. Using profane, abusive, vulgar, intimidating or threatening language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business.

i. 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.
j. 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.
k. Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
l. Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other members, employees and volunteers at the Credit Union.
m. 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.
n. Any posting, defacing, or removing notices or signs on Credit Union premises, or writing on Credit Union bulletin boards without management authorization.
o. Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union.
p. Deliberate or repeated violations of security procedures or safety rules.
q. Conducting video/audio recording or photography within any Credit Union branch without permission of Credit Union employees.
r. 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.

13. 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.

Section 3: Policy.

1. You acknowledge and agree that the availability of member services for members who are not in good standing with this Credit Union will be restricted. Any or all of the following actions may be imposed against a member who is deemed to be "not in good standing":
   a. Denial of all services other than the right to maintain a non-dividend bearing share account and the right to vote at annual and special meetings.
   b. Preclusion from personal contact with Credit Union employees or volunteers such that Credit Union services may be available only through written communication through the U.S. mail, ATM, Online Banking, telephone banking, or other remote access device designated by Credit Union Senior Management.
   c. Preclusion from access to the Credit Union premises.
   d. Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.
   e. Taking any other action deemed appropriate under the circumstances that is not precluded by NCUA Rules and Regulations, the Credit Union's Bylaws or other applicable federal or state law.
   f. Limiting or denying you access to electronic banking services, which include, but are not limited to, ATM/Debit Card usage, Online Banking, mobile banking, and telephone banking.
2. 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.
3. In the case of repeated abusive behavior or an extremely 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.
4. In order to encourage you to contact us, in the event that we have been unable to contact you regarding a delinquent negative deposit balance or loan payment, we may limit your access to remote, card, electronic, or automatic payment services until you contact us and/ or provide us with your contact information in accordance with this Agreement and any applicable loan document.
5. These limitations will not prohibit you from exercising your rights under federal or state law or regulation.

How to contact us:

Email: info@self-helpfcu.org
Phone: (877) 369-2828
Fax: (209) 521-0407
Postal Mail: **Self-Help Federal Credit Union**
2504 Tenaya Drive
Modesto, CA 95354
Attn: Operations Team

Where to find Self-Help Federal Credit Union branch locations and hours: self-help.org (our website)

Self-Help Federal Credit Union
2504 Tenaya Drive
Modesto, CA 95354

