

# TRUTH-IN- SAVINGS DISCLOSURE & AGREEMENT

## ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

**PLEASE KEEP THIS BROCHURE  
FOR YOUR RECORDS**

This Disclosure supersedes all  
Disclosures prior to the  
effective date shown below.

***Effective Date: March 31, 2014***



# EL MONTE

Community Credit Union

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EL MONTE, CA 91732  
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Page

<b>PART I.</b>	
<b>PAYMENT OF DIVIDENDS</b> .....	1
<b>PART II.</b>	
<b>TERMS AND CONDITIONS</b> .....	1
Terms and Conditions Applicable to:	
All Accounts .....	1
Individual and Joint Accounts .....	4
Pay-on-Death (POD) Designations .....	4
Living Trust Accounts .....	4
Uniform Transfer to Minors' Accounts .....	4
Fiduciary Accounts .....	4
Savings Accounts .....	5
IRA Savings Accounts .....	5
Checking Accounts .....	5
Money Market Accounts .....	7
Term Share Certificate Accounts .....	7
IRA Term Share Certificate Accounts .....	7
<b>PART III.</b>	
Funds Transfer Agreement and Notice .....	8
<b>PART IV.</b>	
Courtesy Pay Program .....	9
<b>PART V.</b>	
Limitation of Services Policy .....	10
<b>PART VI.</b>	
Instructions to Payer's Request for Taxpayer Identification Number and Certification (IRS Form W-9) .....	10
<b>PART VII.</b>	
(A) Disclosure of Funds Availability For Accounts Other Than Term Share (Certificate) Accounts .....	12
(B) Special Notice Regarding Endorsement Standards .....	13
<b>PART VIII.</b>	
Rate and Fee Schedule .....	(Insert)

## ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In the following Agreement and Disclosure, the words "I," "me," "mine," "my," "myself," "we," "us," and "our" mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing an Account Signature Card or opening one or more account(s) with you. The words "you," "your," "yours," and "Credit Union" mean El Monte Community Credit Union. I understand and agree, for myself (and any person or entity I represent if I sign as a representative of another person or entity) to the terms of this Agreement and Disclosure and the enclosed Rate and Fee Schedule.

I understand and agree that this Agreement and Disclosure, along with any other documents you give me pertaining to my account(s), is a contract that establishes the rules that control my account(s) with you. When I sign the Signature Card or Membership Application and Agreement or open or continue to use the account(s), I agree to follow these rules.

### The purpose of this Agreement and Disclosure is to:

1. Apply and explain some laws that apply to common transactions;
2. Establish rules to cover transactions or events that the law does not regulate;
3. Establish rules for certain transactions or events that the law regulates but for which it permits variations by agreement; and
4. Provide disclosures of some Credit Union policies to which I may be entitled or in which I might be interested.

I understand and agree that if any provision of this Agreement and Disclosure is found to be unenforceable according to its terms, all remaining provisions will remain in full force and effect. You may permit some variations from this Agreement and Disclosure, but you will only agree to do so in writing either on your Signature Card or in some other document.

## I. PAYMENT OF DIVIDENDS

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

For all accounts except Traditional IRA Savings Accounts, ROTH IRA Savings Accounts, Coverdell IRA Savings Accounts, Regular Term Share Certificate Accounts, Small Saver Term Share Certificate Accounts, Traditional IRA Term Share Certificate Accounts, ROTH IRA Term Share Certificate Accounts, and Jumbo Term Share Certificate Accounts, the Dividend Rate and Annual Percentage Yield (APY) may change at any time as determined by the Credit Union's Board of Directors. For specific dividend rate(s) for each type of dividend bearing account, I will refer to the attached Rate and Fee Schedule, which is incorporated by this reference.

**Dividend Compounding and Crediting.** For all accounts except Money Market Accounts, Regular Term Share Certificate Accounts, Small Saver Term Share Certificate Accounts, Traditional IRA Term Share Certificate Accounts, ROTH IRA Term Share Certificate Accounts, and Jumbo Term Share Certificate Accounts, dividends will be compounded quarterly and will be credited quarterly. The dividend period is also quarterly, 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 March 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 the example is March 31.

For Money Market Accounts, dividends will be compounded monthly and will be credited on the first day of the following month. The dividend period is also 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 the example is January 31.

For Regular Term Share Certificate Accounts, Small Saver Term Share Certificate Accounts, Traditional IRA Term Share Certificate Accounts, ROTH IRA Term Share Certificate Accounts, and Jumbo Term Share Certificate Accounts, dividends will not be compounded and will be credited at maturity.

For all accounts, if I close my account before dividends are credited, I will not receive the accrued dividends (if any).

**Balance Computation Methods.** Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. To get the average daily balance, you add up the balance in the account for each day of the period and divide that figure by the number of days in the period.

Dividends will begin to accrue on the business day I deposit non-cash items (e.g., checks) to my Account.

## II. TERMS AND CONDITIONS

### Terms and Conditions Applicable to All Accounts

1. The par value of a single share is \$5.00. I must deposit the par value of at least five (5) shares (\$25.00) into a Regular Share Account to become a member and maintain accounts with you. If I reduce my Account balance below the par value of five (5) shares, I may be terminated from membership at the end of a dividend period. I must be and remain a member in good standing to maintain any account. I must maintain the par value of a share in a Regular Share Account to open other accounts. The maximum amount of shares that may be held by any member may be established from time to time by the Board of Directors.
2. All accounts (except checking accounts) are not transferable except as defined in 12 CFR Part 204. For all accounts except checking accounts, during any statement period, I may not make more than six (6) withdrawals or transfers to another account of mine at the Credit Union or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions. If I exceed the transfer limitations set forth above in any statement period, my account may be closed.
3. Your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
4. You reserve the right, upon thirty (30) days written notice, to change any provision of or establish new provisions to this Agreement and Disclosure.
5. You may refuse to follow any of my instructions that in your sole judgment are illegal or would expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that you incur in connection with my account if you take an action in accordance with my or what purports to be my oral, written, or electronic instructions.
6. You reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
7. You may endorse and/or collect items deposited to my account without my endorsement, but may require my personal endorsement prior to accepting an item for deposit. If I deposit items which bear the endorsement of more than one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorers to be present or to have their endorsements guaranteed before you accept the item.
8. I authorize you to accept items payable to any account owner for deposit to my account from any source 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 me.
9. I understand and agree that you may utilize automated means to process checks and other items written on or deposited to my account. Although you may manually review checks or other items drawn on my account, I understand and agree reasonable commercial standards do not require you to do so.
10. You will mail all statements and other notices only to the person whose

signature appears first on the Account Signature Card or Membership Application and Agreement. I shall exercise reasonable care and promptness examining my statements and must promptly notify you of any error or unauthorized payment including, but not limited to, an altered item or an unauthorized signature. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized payment against you if: (1) you suffer a loss on the item because of my failure or (2) you pay on another item presented by the same wrongdoer if the payment was made before I properly notified you. Except as otherwise set forth in this Agreement and Disclosure, notification must be made within thirty (30) days of the date of the statement. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized item one (1) year or more after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.

11. You or I may terminate an account at any time. I understand and agree, however, that your authority may not be changed or terminated except by written notice to you which will not affect prior transactions. Moreover, if you receive conflicting claims to funds in an account you hold, you may, at your discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to your satisfaction.
12. In addition, you reserve the right to close any accounts and terminate my membership should you discover that any of my accounts or any other accounts with you have been deliberately manipulated by me to your, any other account holder's, and/or any other member's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to your detriment.
13. I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults to the proper authorities empowered to investigate such cases. If you suspect such financial abuse, I understand and agree that, in addition to reporting such abuse as may be required under law, you have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that you deem appropriate under the circumstances, including providing relevant information and documentation concerning my accounts and other transactions to the proper authorities empowered to investigate such cases. I agree to indemnify and hold you harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
14. You may recognize the signature of anyone who signed a n Account Signature Card or Membership Application and Agreement as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure, any Term Share (Certificate) Account Agreement and Disclosure, and/or the Account Signature Card or Membership Application and Agreement shall be valid and discharge you from liability. Without limitation to the foregoing, you may honor checks drawn against my account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. You have no duty to investigate or question withdrawals or the application of funds.
15. You reserve the right to require me to give not less than seven (7) and up to sixty (60) days written notice of my intention to withdraw funds from any account except checking accounts.

16. I understand and agree that Individual, Joint, and Pay-on-Death accounts may be subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
17. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent Membership Application and Agreement or Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Membership Application and Agreement or Signature Card(s). The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.
18. I am required to keep you informed of my current address. I agree to notify you promptly of any change of address. I may notify you in person at your office or by sending a written and signed notice to:

El Monte Community Credit Union  
11718 Ramona Boulevard  
El Monte, CA 91732

In the event that I fail to do this, a charge may be made to my account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address.

19. I agree to notify you immediately of the death or court declared incompetence of any owner of my account. I agree to inform each owner of my account to notify you of such an event as well. If I die or am declared legally incompetent, you can continue to accept and collect items deposited to my account until you know of my death or adjudication of incompetency and have a reasonable opportunity to act.
20. All non-cash payments shall be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks, savings, or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union's Disclosure of Funds Availability Policy for further details.
21. If a check or other item which you cash for me or which I deposit to my account is returned to you as unpaid for any reason, you may charge my account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to you accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. You may charge my account for the amount without questioning the truth of such documentation. You may also charge back any amount of accrued or paid dividends related to the returned check.  
  
You may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but you are not required to do so. If you choose to re-present the check, you may do so without telling me the check was not paid or that you are presenting it again. You may charge a fee for each deposited or cashed check charged back to my account. You may, at your option, notify me, by telephone or in writing, if a check has been returned unpaid and the fee charged.
22. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you 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 me or a prior endorser.
23. Although you are not obligated to, you may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If I cash or deposit an item or write a check with such notation, I agree that it applies only between me and the payee or maker. The notation will have no effect on you, and I agree to accept responsibility for payment of the item. I agree to indemnify and hold you harmless from any claim or alleged loss of any maker or payee involving such notations, whether I am the maker or payee or the funds are otherwise deposited into an account in which I have an interest.

24. You are under no obligation to pay a check that is presented more than six (6) months after its date, but you may do so at your discretion and charge my account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. I agree that you are not required to identify stale dated checks or seek my permission to pay them.

25. All accounts are subject to your Rate and Fee Schedule, which accompanies this Agreement and Disclosure and is incorporated by this reference. You shall debit such charges against any account I own (including accounts on which I am a joint owner) except my IRA Accounts. Only fees related to an IRA Account will be debited from an IRA Account. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.

26. California law states that inactive account balances in savings, checking, and matured Term Share (Certificate) accounts must escheat to the state after a period of three (3) years since the last time I:

- a. Increased or decreased the amount of funds on deposit with you or presented an appropriate record for crediting of dividends or cashed a dividend check from any of my accounts with you; or
- b. Corresponded in writing or electronically with you concerning the funds on deposit; or
- c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with you.

My deposit account will not escheat to the state, however, if, during the previous three (3) years, I have owned another deposit account with the Credit Union and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the deposit account that would otherwise escheat, you have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with me at the address to which communications regarding the other deposit account are regularly sent.

You may charge a fee for mailing an escheat notice and/or a service charge for money orders escheated to the state.

To recover funds turned over to the state, I must file a claim with the state.

27. You may, but are not obligated to, transfer funds from my savings, checking, or loan accounts on my written, oral, or electronic request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) shall be in the exact amount authorized in even increments of \$50.00 and will be processed only on your "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will occur when sufficient funds become available.

28. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.

29. You agree to retain and furnish to me, if requested, photocopies of certain records pertaining to my account and that these records for the time frame required by law will be available to me. I agree to pay applicable fees for those copies.

30. I understand and agree that you must comply if you are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena, or other legal process relating to my account that you reasonably believe is valid. You may charge a compliance with legal process fee, and you may assess this fee against any account I maintain with you, including the account that is the subject of the legal process.

31. In the event that a cashier's, teller's, or certified check is lost or stolen, I must execute and deliver to you a written Declaration of Loss and Claim For Reimbursement and/or affidavit in a form acceptable to

you and in time for you to have a reasonable time to act thereon. I further understand and agree that the Declaration of Loss and Claim For Reimbursement is not enforceable until the later of (i) the time the Declaration of Loss and Claim For Reimbursement is properly delivered to you or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. I agree to indemnify you for any loss or claim occasioned by your attempting to, or stopping, payment on such check.

32. I authorize you to gather whatever credit, checking account, and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.

33. You are not responsible for any loss or damage that results from my negligence, including, without limitation, my failure to adequately safeguard my blank checks or other personal information or means of access to my account.

34. Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. For additional information on this requirement, I will read "INSTRUCTIONS TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)." These instructions are found in Section VI of this Agreement and Disclosure.

35. In the event that a negative balance is created in my account (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) or I have other outstanding financial obligations of any kind owed to you, which are in default, I understand and agree that you may transfer funds to such account from any other account (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default.

In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of off-set for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any permissible fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, I 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 my account.

36. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.

37. This institution is not federally insured, and if the institution fails, the federal government does not guarantee that depositors will get back their money. Member savings are insured up to \$250,000 per account by American Share Insurance, one of the nation's largest private deposit insurers.

38. An action or proceeding by me to enforce an obligation, duty, or right arising under this Agreement and Disclosure or by law with respect to my account must be commenced within one (1) year after the cause of action occurs.

39. I agree to indemnify, defend, and hold you and your employees harmless from and against every claim, demand, action, cost, loss, liability, and expense including, without limitation, attorneys' fees, which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.

40. My account will be governed by California law, to the extent that

California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.

41. **NOTICE OF BINDING ARBITRATION AGREEMENT:** You and we agree to attempt to informally settle any disputes affecting your Accounts that might arise under this Agreement and Disclosure. If that cannot be done, you and we agree that any dispute affecting your Accounts and arising out of or relating to this Agreement and Disclosure will be resolved by BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement and Disclosure (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. The place of arbitration shall be Los Angeles County, California. FOR MORE DETAILS, check the American Arbitration Association's website, [www.adr.org](http://www.adr.org), OR call the American Arbitration Association's Customer Service telephone number at (800) 778- 7879. Please note that any debt or loan obligation you may have with us is not subject to this arbitration agreement.

42. I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my check card, ATM card, ATM or online banking password or PIN, or granting any person power to act as my agent under a power of attorney or trustee for a trust account), I understand that any transaction completed by such person shall be considered authorized by me.

#### **Terms and Conditions Applicable to All Individual and Joint Accounts**

1. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by anyone or all account owner(s), including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. You 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.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. Being a joint owner of a member's account does not constitute credit union membership for the joint owner. Joint owners may be nonmembers.
5. Except as set forth herein or in the applicable loan agreement(s), I may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to your then-current loan policies. Further, a pledge of funds by anyone of us shall be binding on all of us. I may not withdraw funds that are pledged as security on loan(s) without the written approval of the credit committee or a loan officer, except to the extent that such funds exceed my total primary and contingent liability to you. I may not withdraw any funds below the amount of my primary or contingent liability to you if I am delinquent as a borrower, or if borrowers for whom I am cosigner, endorser, or guarantor are delinquent, without the written approval of the credit committee or a loan officer.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

#### **Terms and Conditions Applicable to Pay-On-Death (P.O.D.) Designations**

1. If I have made a Pay-On-Death (P.O.D.) designation, all sums are

payable on request to me during my lifetime and, upon my death, first to you to the extent of any outstanding matured or unmatured debts owed to you by me and second to my designated P.O.D. payee(s). If the account is jointly owned, to one or more account owner(s) during their lives and, on the death of all of them, first to you to the extent of any outstanding matured or unmatured debts owed to you by any of us and second to one or more payees then surviving in equal and individual shares. If a P.O.D. payee dies before all of the account owner(s), then, upon the death of all of the owner(s), all sums are divided equally among the surviving P.O.D. payees.

2. A Pay-On-Death designation cannot be changed by a will.

#### **Terms and Conditions Applicable to Living Trust Accounts**

1. If I am a trustor/trustee and want to establish an account in connection with a written trust, you may require me to provide you with a notarized trust certification confirming my power as a trustee prior to opening the account.
2. You are not required to know, understand, interpret, or enforce the terms of the Trust Instrument.
3. I acknowledge that the account is governed by the applicable terms and conditions set forth in this Agreement and Disclosure and by the terms and conditions set forth in my "Trustee's Account Agreement."
4. Living trust accounts are not subject to the Multiple Party Accounts Law.

#### **Terms and Conditions Applicable to Uniform Transfers to Minors Act Accounts**

1. The transferor/custodian is opening an account as custodian for the minor named on the Account Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the Account Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.
2. I acknowledge that by signing the Account Signature Card, I have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act and I agree to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions of the Account Signature Card.
3. The successor custodian named on the Account Signature Card shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.
4. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
5. Custodial accounts are not subject to the Multiple Party Accounts Law.

#### **Terms and Conditions Applicable to Fiduciary Accounts**

1. I am duly appointed and acting in the capacity of Executor/Executrix, Administrator/ Administratrix, Guardian, or Conservator. By the authority vested in me, I, acting individually or jointly, am authorized and empowered to transact business of any character in connection with this account. My authority shall continue in force until written notice to the contrary is received by you.
2. If the account is blocked, I understand and agree that I shall file with the court a written receipt, including an agreement with you that the funds in the account, including any dividends, shall not be withdrawn or pledged except upon court order.
3. I may not pledge any or all funds on deposit in the account as security for any loan(s).
4. Fiduciary accounts are not subject to the Multiple Party Accounts Law.

#### **Terms and Conditions Applicable to Regular Share Accounts**

1. The minimum deposit required to open and maintain a Regular Share

Account is set forth on your Rate and Fee Schedule. I must maintain a minimum daily balance as set forth on your Rate and Fee Schedule in this Account in order to avoid closure of this Account and closure of my other accounts with you.

2. There is no monthly service fee.
3. This is a tiered-rate Account. A "tier" is a range of Account balances. Different rates and Annual Percentage Yields ("APYs") apply to different Account tiers. When my balance increases or decreases to a different tier, the Account balance will earn the applicable rate and APY for that tier for the time that the Account balance remains in that tier. This means that if the Account balance increases or decreases to a different rate tier, even for one day, the Account will earn the rate applicable for that tier for that day. The minimum balance requirements for each tier and the corresponding dividend rates and Annual Percentage Yields (APYs) are set forth on the Rate and Fee Schedule.
4. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this Account as of the last dividend declaration date are set forth in your Rate and Fee Schedule.

#### **Terms and Conditions Applicable to CUB Club Savings Accounts**

1. I must be 0 to 12 years old to open a CUB Club Savings Account.
2. The minimum deposit required to open and maintain a CUB Club Savings Account is set forth on your Rate and Fee Schedule.
3. There is no monthly service fee.
4. This is a tiered-rate Account. A "tier" is a range of Account balances. Different rates and Annual Percentage Yields ("APYs") apply to different Account tiers. When my balance increases or decreases to a different tier, the Account balance will earn the applicable rate and APY for that tier for the time that the Account balance remains in that tier. This means that if the Account balance increases or decreases to a different rate tier, even for one day, the Account will earn the rate applicable for that tier for that day. The minimum balance requirements for each tier and the corresponding dividend rates and Annual Percentage Yields (APYs) are set forth on the Rate and Fee Schedule.
5. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this Account as of the last dividend declaration date are set forth in your Rate and Fee Schedule.

#### **Terms and Conditions Applicable to Sub-Savings Accounts**

1. The minimum deposit required to open and maintain a Sub-Savings Account is set forth on your Rate and Fee Schedule.
2. There is no monthly service fee.
3. This is a tiered-rate Account. A "tier" is a range of Account balances. Different rates and Annual Percentage Yields ("APYs") apply to different Account tiers. When my balance increases or decreases to a different tier, the Account balance will earn the applicable rate and APY for that tier for the time that the Account balance remains in that tier. This means that if the Account balance increases or decreases to a different rate tier, even for one day, the Account will earn the rate applicable for that tier for that day. The minimum balance requirements for each tier and the corresponding dividend rates and Annual Percentage Yields (APYs) are set forth on the Rate and Fee Schedule.
4. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this Account as of the last dividend declaration date are set forth in your Rate and Fee Schedule.

#### **Terms and Conditions Applicable to Traditional IRA Savings Accounts, ROTH IRA Savings Accounts, and Coverdell IRA Savings Accounts**

1. The minimum deposit required to open and maintain a Traditional IRA Savings Account, ROTH IRA Savings Account, and/or Coverdell IRA

Savings Account is set forth on your Rate and Fee Schedule.

2. There is no monthly service fee.
3. I must maintain a minimum daily balance of as set forth on your Rate and Fee Schedule in this Account to obtain the Annual Percentage Yield (APY) set forth on the Rate and Fee Schedule.
4. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this Account as of the last dividend declaration date are set forth in your Rate and Fee Schedule.
5. This Account is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the IRA Account Agreement and Disclosure Statement, which will be provided to me in accordance with applicable law.
6. Certain federal and state penalties may apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.
7. Funds in an Individual Retirement Account will escheat to the state, if I have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
  - a. Increased or decreased principal;
  - b. Accepted payment of principal or income (dividends);
  - c. Corresponded electronically or in writing with you concerning the funds or otherwise indicated an interest therein.
8. I may not pledge any of the funds on deposit in the Account as security for any loan(s).

#### **Terms and Conditions Applicable to All Checking Accounts**

1. You may, at your discretion, but are not obligated to nor shall you be liable for refusal to, pay funds from this account:
  - a. When such payment would draw the account below the minimum balance for the account as established from time to time by you ("overdrafts").
  - b. If drawn by means not authorized in advance by you.
  - c. Against checks presented over six (6) months past their dates.
2. You may pay and charge to my applicable account, checks drawn by and payable to any person, organization, association, or corporation whom I have authorized by providing sample MICR-encoded information identifying my account, provided there are sufficient funds in my account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss, or damage to me of any kind.
3. If you have made a good-faith payment to a holder, you may charge my account according to:
  - a. The original terms of my check; or
  - b. The terms of my completed check unless you have notice that any such completion is improper.
4. I, or any other person authorized to draw on the account, may request a stop payment of any check payable against my account, provided my request is timely and affords you a reasonable opportunity to act upon it under your rules. I may also stop payment on a line of credit check. My stop payment must include the account number, check number, exact amount, check date, and name of payee. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. I agree to indemnify, defend, and hold you harmless for all

claims, actions, and damages related to or arising from your action in stopping payment of any check pursuant to my request. A stop payment fee will be assessed for each stop payment request. If I give a stop payment request orally, the request shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment request was effective. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request.

I may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by you.

5. Death, dissolution, or incompetence of me (or any of us) shall not revoke your authority to accept, pay, or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death, dissolution, or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. We shall notify you if any of us die, become incapacitated, or our organization is dissolved.
6. If you have paid a check under circumstances giving a basis for objection by me, you 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.
7. You may, without liability, accept, pay, guarantee, or charge checks to the account in any order convenient to you.
8. In the event of wrongful dishonor that occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft, or other debit on my account, your determination of whether sufficient funds exist in my account may be made at any time between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft, or other debit.
9. I agree that in the event I draw a check on my account with you that I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
10. I may authorize all checks from my checking account(s) to be cleared automatically from my primary savings account and/or overdraft line of credit by executing the written "checking overdraft protection" agreement within my Membership Application Agreement. In order to have overdrafts cleared using an overdraft line of credit, however, I must apply and be approved for an overdraft line of credit account separately. Unless specifically requested otherwise, overdrafts will be cleared first from my overdraft line of credit (if any), then from my primary savings account (to the extent that clear funds are available), and then pursuant to the Credit Union's Courtesy Pay Program, which is described later in this Account Agreement. If overdrafts are to be covered by a transfer of funds from my savings account(s), such transfer(s) will generally be made only if there are sufficient clear funds on deposit at the time of transfer. I agree that overdrafts, if paid in excess of funds in any savings account or available from any loan account, are payable on demand. Any items returned unpaid because of insufficient clear funds or paid without sufficient clear funds in my checking account and overdraft source(s) will be subject to nonsufficient fund (NSF) fees.
11. You may recognize the signature of anyone who signed the Membership

Application and Agreement or Account Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any signer of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by us whether or not we participate in the transaction or benefit from its proceeds.

12. If the Membership Application and Agreement or Account Signature Card is signed by more than one person, we hereby appoint each other as agents and attorneys-in-fact to overdraft from any of our savings or loan accounts (including accounts on which we are joint owners, except IRA accounts).
13. I may not pledge any or all of the funds on deposit in a checking account as security for any loan(s).
14. I will notify you immediately if my checks are lost or stolen. I agree that I will be responsible for losses caused by a delay in my notification to you.
15. As a convenience to me, you will submit my initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in the Rate and Fee Schedule. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.
16. This is a truncated checking account. Checks are provided with carbonless copies and are not returned with statements. Checks are microfilmed on both sides and stored for seven years from date of posting. I may request and you will provide me with a photocopy of a requested item within a reasonable time. You will not charge me for copies of the first two items I request appearing on any statement. Additional copies will be subject to an assessment of a fee. If I have not ordered my Credit Union checks through your approved check vendors, I understand and agree that you are not responsible for the quality of any check copy that I request from you.
17. If a transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my Accounts. If I deposit a remotely-created check into any of my Accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which I have deposited into my Account is returned by the drawee-payor bank for any reason, I agree that you may debit my Account for the amount of the item, plus any applicable fees. If the debit causes my Account to be overdrawn, I agree to pay the overdrawn amount on your demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
18. You may charge against my account a postdated check even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check until the due date. Notice may be written or oral and it must include the exact amount, account number, check number, date of check, and name of payee. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period. A fee may be assessed for this service.
19. All checks written on my account must be drawn in U.S. dollars.

#### **Terms and Conditions Applicable to Share Draft Checking Accounts**

1. The minimum deposit required to open and maintain a Share Draft Checking Account is set forth on your Rate and Fee Schedule.
2. There is no monthly service fee.

3. This Account does not earn dividends.

#### **Terms and Conditions Applicable to Money Market Accounts**

1. The minimum deposit required to open this Account is set forth on your Rate and Fee Schedule.
2. There is no monthly service fee.
3. This is a tiered-rate Account. A "tier" is a range of Account balances. Different rates and Annual Percentage Yields ("APYs") apply to different Account tiers. When my balance increases or decreases to a different tier, the Account balance will earn the applicable rate and APY for that tier for the time that the Account balance remains in that tier. This means that if the Account balance increases or decreases to a different rate tier, even for one day, the Account will earn the rate applicable for that tier for that day. The minimum balance requirements for each tier and the corresponding dividend rates and Annual Percentage Yields (APYs) are set forth on the Rate and Fee Schedule.
4. The dividend rate and Annual Percentage Yield may change at any time, as determined by the Credit Union's Board of Directors. The dividend rate and Annual Percentage Yield for this account as of the last dividend declaration date are set forth in your Rate and Fee Schedule.
5. I may not pledge any of the funds on deposit in the Account as security for any loan(s).
6. The minimum amount that I may withdraw from this Account is \$500.00.

#### **Terms and Conditions Applicable to All Term Share Certificate Accounts**

1. The Credit Union offers five (5) varieties of Term Share Certificate Accounts: Regular Term Share Certificate Accounts, Small Saver Term Share Certificate Accounts, Jumbo Term Share Certificate Accounts, Traditional IRA Term Share Certificate Accounts, and ROTH IRA Term Share Certificate Accounts. Additional information about our Traditional IRA Term Share Certificate Accounts and ROTH IRA Term Share Certificate Accounts is provided in the Section entitled, "Terms and Conditions Applicable to Traditional IRA Term Share Certificate Accounts and ROTH IRA Term Share Certificate Accounts" below.
2. Credited dividends may be withdrawn or transferred at any time without early withdrawal penalty imposed by the Credit Union. The Annual Percentage Yield is based on an assumption that dividends will remain in the account until maturity. An early withdrawal will reduce earnings. Early withdrawals from an IRA Term Share Certificate or ROTH IRA Term Share Certificate may be subject to state and federal penalties.
3. The Account will mature on the Maturity Date set forth in the Certificate Receipt. The Credit Union will impose a penalty if a withdrawal of principal is made prior to the Maturity Date, as follows:
  - (a) If the Account has a term of one (1) year or less, then you may impose an early withdrawal penalty equal to the lesser of:
    - (1) All dividends earned on the amount withdrawn; or
    - (2) Ninety (90) days of dividends on the amount withdrawn.
  - (b) If the Account has a term of one (1) year or longer, then you may impose an early withdrawal penalty equal to the lesser of:
    - (1) All dividends earned on the amount withdrawn; or
    - (2) One hundred-eighty (180) days of dividends on the amount withdrawn.
  - (c) For IRA Term Share Certificate Accounts and ROTH IRA Term Share Accounts, you may impose an early withdrawal penalty equal to the lesser of:
    - (1) All dividends earned on the amount withdrawn; or
    - (2) One hundred-eighty (180) days of dividends on the amount withdrawn.
  - (d) 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.

- (e) Notwithstanding the above, if the amount withdrawn reduces the Account balance below the required minimum Account balance after the first six (6) days after deposit or automatic renewal, then the Account will be closed, the applicable early withdrawal penalty will be calculated using the entire amount in the Account prior to the withdrawal (rather than just the amount of principal withdrawn), and the remaining balance in the Account, if any, will be transferred to my Regular Share Account.

6. Early withdrawal penalties shall not apply if:
  - (a) The withdrawal is made subsequent to the death of any owner of the account or is made pursuant to the Credit Union's Bylaws;
  - (b) The account is part of a retirement plan which qualifies or is qualified to receive specific tax treatment under Internal Revenue Code Sections 401(d) or 408 and withdrawal is made to effect distribution of the funds following the participant's death or disability or upon attaining not less than 70 ½ years of age; or
  - (c) The withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union.
7. This Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term, unless: (1) you provide notice, at least thirty (30) days in advance of the Maturity Date, that the Account will not automatically renew; (2) I withdraw all funds in the Account prior to the Maturity Date or during the grace period; or (3) you or I close the Account. If automatically renewed, the Account will be renewed for a term equal or closest to that of the initial term and at the dividend rate and Annual Percentage Yield in effect at that time for such a term. If automatically renewed, all funds in the Account as of the renewal date are considered to be principal. There is a grace period of ten (10) calendar days after the Maturity Date to withdraw funds in the account without being charged an early withdrawal penalty.
8. The owner(s) may pledge any or all of the principal on deposit in this Account as security for any loan(s) subject to the Credit Union's then-current loan policies. Further, a pledge of funds in this Account by any owner shall be binding on all owners.

#### **Terms and Conditions Applicable to Regular Term Share Certificate Accounts, Small Saver Term Share Certificate Accounts, and Jumbo Term Share Certificate Accounts**

1. The minimum deposit required to open an Account is set forth on your Rate and Fee Schedule. After the Account is opened, additional deposits to the Account are not permitted until the Maturity Date.
2. I must maintain a minimum daily balance as set forth on your Rate and Fee Schedule in the Account each day to obtain the disclosed Annual Percentage Yield (APY).
3. There is no monthly service fee.
4. The dividend rate and Annual Percentage Yield for this Account as of the last dividend declaration date are set forth in your Rate and Fee Schedule.
5. I may choose to have dividends from this Account paid to me or credited to another account at the Credit Union rather than credited to this Account.

#### **Terms and Conditions Applicable to Traditional IRA Term Share Certificate Accounts and ROTH IRA Term Share Certificate Accounts**

1. The minimum deposit required to open an Account is set forth on your Rate and Fee Schedule. Additional deposits are permitted to contributory IRAs only.
2. I must maintain a minimum daily balance as set forth on your Rate and Fee Schedule in the Account each day to obtain the disclosed Annual Percentage Yield (APY).
3. There is no monthly service fee.
4. The dividend rate and Annual Percentage Yield for this Account as of the last dividend declaration date are set forth in your Rate and Fee Schedule.

5. I may choose to have dividends from this Account paid to me or credited to another account at the Credit Union rather than credited to this Account.
6. This Account is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the IRA Account Agreement and Disclosure Statement, which will be provided to me in accordance with applicable law.
7. Certain federal and state penalties may apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.
8. Funds in an Individual Retirement Account will escheat to the state, if I have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
  - a. Increased or decreased principal;
  - b. Accepted payment of principal or income (dividends);
  - c. Corresponded electronically or in writing with you concerning the funds or otherwise indicated an interest therein.
9. I may not pledge any of the funds on deposit in the Account as security for any loan(s).

### III. FUNDS TRANSFERS AGREEMENT AND NOTICE

The State of California has adopted as law Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. 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.

The law is intended to establish a comprehensive legal framework covering the duties, responsibilities, and liabilities of all parties involved in a funds transfer. This Funds Transfer Agreement (Agreement) contains several notices which you are required to provide to me and establishes other terms of agreement which will apply to all funds transfers which involve me and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute my acceptance of all of the terms and conditions contained in this Agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement shall control and be deemed to modify such other agreements or terms of account.

1. This Agreement applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code (Division II of the California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. 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 12:00 p.m. (Pacific Time) on each weekday that the Credit Union is open that 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.
3. The Credit Union may charge my account for the amount of any funds transfer initiated by me or by any person authorized by me 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.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. I will be notified of the security procedure, if any, to be used to verify payment orders issued by me or for which my account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless I notify the Credit Union in writing that I do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from me or other authorized parties on the account until I and the Credit Union agree, in writing, on an alternate security procedure.
5. If I send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights

and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.

6. If I 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 bank on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that I will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number I provided the Credit Union.
7. If I give the Credit Union a payment order which identifies an intermediary or beneficiary's bank 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 or institution than the named bank. This means that I will be responsible for any loss or expense incurred by a receiving bank that executes or attempts to execute the payment order in reliance on the identifying number I provided.
8. The Credit Union may give me credit for Automated Clearing House (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. I am hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from me of the amount credited to me in connection with that ACH entry. This means that the Credit Union may provide me with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on my account and I will be liable to repay the Credit Union.
9. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide me with next day notice of receipt of ACH credit transfers to my account. I will continue to receive notices of receipt of ACH items in the periodic account statements that you provide.
10. If the Credit Union received a funds transfer for me or for other persons authorized to have access to my account, I agree that the Credit Union is not obligated to provide me with next day notice of the receipt of the funds transfer. The Credit Union will provide me with notification of the receipt of all funds transfers by including such items in the periodic account statements which the Credit Union provides. I may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
11. If the Credit Union becomes obligated under Article 4A (Division II of the California Uniform Commercial Code) to pay interest to me, I 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.
12. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in my designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by me; (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. I understand and agree that the Credit Union shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.
13. The Credit Union shall have the right to charge the amount of any funds transfer request to any of my 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. The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Credit Union's Rate and Fee Schedule, which is incorporated by this reference.

14. If I initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, the Credit Union may transfer payment in the currency of the beneficiary bank's country at the Credit Union's buying rate of exchange to United States dollars. If the transfer is returned for any reason, I 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 incurred by the Credit Union.

15. Except as expressly prohibited by applicable state and federal laws and regulations, I understand and agree that the Credit Union 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 the Credit Union failed to abide by the agreed upon security procedures) which I fail to report to the Credit Union within thirty (30) days after my receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's 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) my negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by me or my authorized agent; or (6) any error, failure, or delay in execution of any funds transfer instruction, cancellation, or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to my direct loss and payment of interest. UNDER NO CIRCUMSTANCES SHALL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHICH I MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.

16. Subject to applicable state and federal laws and regulations, the Credit Union may amend the terms of this Agreement at any time. By thereafter using or continuing to use the Credit Union's funds transfer services, I agree to such amendments.

17. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.

#### IV. COURTESY PAY PROGRAM

In this Courtesy Pay Program Agreement ("Agreement"), the word "overdraft" includes a negative balance in my Checking Account that may occur for various reasons, including, but not limited to: (1) the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under your Bill Pay Service, or other withdrawal requests authorized by me including, but not limited to, ATM transactions, Debit MasterCard® transactions, Point of Sale transactions, ACH transactions, and other preauthorized transfers, for which funds are insufficient; (2) the return (unpaid) of items deposited by me; (3) the imposition of service charges by you; or (4) the deposit of items which are treated as not yet "available" according to your Funds Availability Policy.

Pursuant to your commitment to provide valued service and benefits, you may pay my overdrafts that would cause my eligible checking account ("Checking Account") to have a negative (or further negative) balance, pursuant to the terms and conditions of this Agreement up to the amount of my Courtesy Pay Limit (including fees), which is \$150.00 or \$300.00 for members with direct deposit.

The Courtesy Pay Service is not a credit product and requires no application or credit approval process. The Service will only be applied to your Checking Account if:

- My Checking Account must have been opened for at least sixty (60) days; and

- I maintain my membership with you in good standing, which means that:
- I make regular deposits sufficient to cover transactions;
- I have no legal orders outstanding on my accounts;
- I do not have any loans with you that are more than ten (10) days past due;
- My accounts do not have a derogatory history;
- My accounts do not have questionable transactions (as determined by you in your sole discretion);

ANY COURTESY PAY SERVICE PAYMENT WILL BE MADE ON A CASE-BY-CASE BASIS, IN YOUR SOLE AND ABSOLUTE DISCRETION.

You will not pay more than ten (10) checks or other items/transactions through the Courtesy Pay Service during any given month. I will be notified by mail of any nonsufficient funds checks, items, or other transactions that have been paid or returned; however, I understand that you have no obligation to notify me before you pay or return any check, item, or other transaction. You may refuse to pay any overdrafts without first notifying me even though my account is in good standing and even if you have paid previous overdrafts.

The total of the overdraft (negative) balance in my Checking Account, including any and all permitted fees and charges, is due and payable upon demand, and I am required to immediately deposit with you sufficient funds to cover the overdraft paid by you and pay any permissible fees. I understand that items presented for payment on the same day will be paid in sequential check number order or, if no check number, then by date of presentment for payment. This means that items may not be processed in the order in which they occurred. I understand that the order in which items are processed can affect the total amount of fees that may be assessed against my Checking Account.

A Courtesy Pay Service Fee as set forth in your Rate and Fee Schedule will be charged to my Checking Account for each overdraft that is cleared on my Checking Account through the Courtesy Pay Service, except that the Credit Union will not charge a Courtesy Pay Service Fee for overdrafts due to ATM transactions or one-time debit card transactions.

More than one Courtesy Pay Service Fee may be assessed against my Checking Account per day depending upon the number of overdrafts paid through the Courtesy Pay Service. I understand that my Courtesy Pay Limit shall be reduced by the amount of each overdraft paid by you through the Courtesy Pay Service and the amount of the related Courtesy Pay Service Fee imposed until such amounts are repaid by me as set forth herein at which time you may replenish my Courtesy Pay Limit by the amount of the repayment. The Courtesy Pay Service Fee is the same as your NSF Fee charged for each "nonsufficient funds" item presented for payment and returned unpaid on a Checking Account. If you choose not to pay the overdrawn check or other item/transaction under the Courtesy Pay Service, I may be subject to an NSF Fee of as set forth in your Rate and Fee Schedule for each such item as permissible by applicable law.

I also agree that you have the right to transfer available funds from my other accounts I may have with you to cover the overdraft and pay permissible fees. I understand and agree that you may transfer funds to my Checking Account from any of my other account(s) with you (excluding IRA accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft which you may pay according to the terms and conditions of this Agreement and to pay the permissible fees. In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of off-set for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless I opt-out of the Courtesy Pay Service (see below), I consent and expressly agree that the application of an off-set of funds in any account includes the off-set of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid. Each person who causes an overdraft, which is paid by you, is a maker and agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the

terms and conditions of this Agreement. You reserve the right to limit Courtesy Pay Service to one (1) account per household or member without notice of reason or cause.

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

You may terminate or suspend the Courtesy Pay Service at any time without prior notice. In no event shall any termination relieve me of my obligation to repay such sums already overdrafted, overdraft fees, collection costs, and attorneys' fees, if any. You can delay enforcing any of your rights under this Agreement without losing them.

If I prefer not to have the Courtesy Pay Service, please send a written request for removal to El Monte Community Credit Union, 11718 Ramona Boulevard, El Monte, CA 91732, or call you at (626) 444-0501 Monday through Friday, 9:00 a.m. to 5:00 p.m. PST, and you will remove the Courtesy Pay Service from my Checking Account.

#### V. LIMITATION OF SERVICES POLICY

El Monte Community Credit Union is committed to treating its employees, volunteers, and members with respect and to maintaining a workplace free from abusive conduct. Accordingly, the Credit Union has adopted the following Limitation of Services Policy to address standards of member conduct and to protect its employees, volunteers, and members from abuse, harassment, and intimidation.

In the event that any member or non-member engages in any type of abusive conduct towards the Credit Union or a Credit Union employee, volunteer, or member, the CEO (or his/her designee) is authorized to apply appropriate remedial measures, in his/her sole discretion, against such individual. Any such remedial measure taken in response to abusive conduct shall be reported to the Board of Directors as the next regularly-scheduled meeting of the Board.

The remedial measures that may be imposed under this Policy shall comply with applicable law and may include the following:

1. Denial of services other than the right to maintain a share account and the right to vote at annual member meetings and special member meetings;
2. Preclusion from personal contacts with Credit Union employees or volunteers such that Credit Union services may be provided only by remote means and that communications may be limited to communication through the mail only;
3. Preclusion from access to Credit Union premises; and
4. Taking any other action deemed appropriate under the circumstances that does not violate state or federal law.

Threats of bodily harm, actual bodily harm, or any other illegal activity against any Credit Union employee, volunteer, or member will be reported to appropriate local or federal authorities. The Credit Union reserves the right to seek a restraining order against any individual who violates this Policy as permissible under applicable law.

For the purposes of this Policy, "abusive conduct" shall include, but shall not be limited to, any of the following conduct:

1. Any threats of or actual bodily harm or illegal activity against another member or a Credit Union employee or volunteer;
2. Any form of action that may constitute harassment. For example:
  - a. Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs; engaging in sexual conduct; making sexual overtures;
  - b. Inappropriate or unwanted touching;
  - c. Making sexual flirtations, advances, or propositions; engaging in

verbal abuse of a sexual, racial, or ethnic nature; making graphic or degrading comments about an individual or his or her appearance;

d. Displaying sexually suggestive objects or pictures.

3. Fighting, kicking, or other physical harm or attempted harm towards a Credit Union member, employee, or volunteer;
4. Making false, vicious, or malicious statements about the Credit Union or its services, operations, policies, practices, or management, or any Credit Union employee, volunteer, or member;
5. Cursing or using other abusive, intimidating, profane, or vulgar language while on Credit Union premises or directed towards any Credit Union employee, volunteer, or member;
6. Bringing or possessing firearms or weapons of any type on Credit Union premises;
7. Possession, sale, or use of or being under the influence of an unlawful or unauthorized substance while on Credit Union premises;
8. Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of his/her duties at any time;
9. Engaging in immoral or uncivil conduct or failure to maintain business-like relationships with Credit Union employees and volunteers and other Credit Union members;
10. Conducting or attempting to conduct any fraudulent, dishonest, or deceptive activity of any kind involving the Credit Union;
11. Engaging in any activity that causes a monetary loss to the Credit Union;
12. Any posting, defacing, or removing or any notices or signs on Credit Union premises;
13. Appropriation or misappropriation of Credit Union or member funds or property; or
14. Any other act that endangers the safety, health, or well being of any Credit Union employee, volunteer, or member or engaging in any other conduct that causes a disruption of business at the Credit Union.

#### VI. INSTRUCTIONS TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)

(Section References are to the Internal Revenue Code)

**PURPOSE OF FORM.** A person (such as the Credit Union) who is required to file an information return with the IRS must get my correct taxpayer identification number (TIN) to report, for example, income paid to me, real estate transactions, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions I made to an IRA.

I must use Form W-9 only if I am a U.S. person (including a resident alien), to give my correct TIN to you, and, when applicable to:

1. Certify that the TIN I am giving is correct (or I am waiting for a number to be issued);
2. Certify I am not subject to backup withholding; or
3. Claim exemption from backup withholding if I am a U.S. exempt payee.

If I am a foreign person, I must use a Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**Note:** If you give me a form other than a W-9 to request my TIN, I must use your form if it is substantially similar to Form W-9.

What is Backup Withholding? Persons making certain payments to me must withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

I will not be subject to backup withholding on payments I receive if I give you my correct TIN, make the proper certifications, and report all my taxable interest and dividends on my tax return.

Payments I receive will be subject to backup withholding if:

1. I do not furnish my TIN to you; or
2. I do not certify my TIN when required (see the Part II instructions for Certification for details); or
3. The IRS tells you that I furnished an incorrect TIN; or
4. The IRS tells me that I am subject to backup withholding because I did not report all my interest and dividends on my tax return (for reportable interest and dividends only); or
5. I do not certify to you that I am not subject to backup withholding under 4, above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See "Specific Instructions" on the next page and the separate Instructions for the Requestor of Form W-9.

## PENALTIES

**Failure to Furnish TIN.** If I fail to furnish my correct TIN to you, I am subject to a penalty of \$50 for each such failure unless my failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.** If I make a false statement with no reasonable basis that results in no backup withholding, I am subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.** Willfully falsifying certifications or affirmations may subject me to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If you disclose or use TINs in violation of Federal law, you may be subject to civil and criminal penalties.

## SPECIFIC INSTRUCTIONS

**Name.** If I am an individual, I must generally enter the name shown on my social security card. However, if I have changed my last name, for instance, due to marriage, without informing the Social Security Administration of the name change, I enter my first name, the last name shown on my social security card and my new last name.

If the account is in joint names, I list first and then circle the name of the person or entity whose number I enter in Part I of the form.

**Sole Proprietor.** I enter my individual name as shown on my social security card on the "Name" line. I may enter my business, trade or "doing business as (DBA)" name on the "Business Name" line.

**Limited Liability Company (LLC).** If I am a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury Regulations Section 301.7701-3, I enter the owner's name on the "Name" line. I enter the LLC's name on the "Business Name" line.

**Other Entities.** I enter the business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. I may enter any business, trade, or DBA name on the "Business Name" line.

**Exempt from backup withholding.** If I am exempt, I enter my name as described above, then check the "Exempt from Backup Withholding" box in the line following the business name, sign and date the form.

**Individuals (including sole proprietors) are not exempt from backup withholding.** Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If I am a nonresident alien or a foreign entity not subject to backup withholding, I give the requester the appropriate completed Form W-8.

**Note:** If I am exempt from backup withholding, should still complete the form to avoid possible erroneous backup withholding.

### PART I. Taxpayer Identification Number (TIN).

I must enter my TIN in the appropriate box.

If I am a resident alien and I do not have and am not eligible to get an SSN,

my TIN is my IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If I do not have an ITIN, see How To Get a TIN below.

If I am a sole proprietor and I have an EIN, I may enter either my SSN or EIN. However, the IRS prefers me to use my SSN.

If I am an LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC)), and am owned by an individual, I will enter my SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc, I enter the owner's EIN.

**Note:** See the chart entitled "What Name and Number to Give the Requester" for further clarification of name and TIN combinations.

**How to get a TIN.** If I do not have a TIN, I must apply for one immediately. To apply for an SSN, I get Form SS-5, Application for a Social Security Card, from my local Social Security Administration office. I must get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. I can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If I am asked to complete Form W-9 but do not have a TIN, I write "Applied For" in the space provided for the TIN on my Account Signature Card, sign and date the form and give it to you. For interest and dividend payments and certain payments made with respect to readily-tradable instruments, generally I will have 60 days to get a TIN and give it to you before I am subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. I will be subject to backup withholding on all such payments until I provide my TIN to you.

**Note:** Writing "Applied For" means that I have already applied for a TIN, or that I intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### PART II. Certification.

To establish to the withholding agent that I am a U.S. person, or resident alien, I sign Form W-9. I may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I on the W-9 should sign (when required). Exempt residents, see Exempt from Backup Withholding.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983. I must give my correct TIN, but I do not have to sign the certification.
2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts That Were Considered Inactive During 1983. I must sign the certification or backup withholding will apply. If I am subject to backup withholding and am merely providing you with my correct TIN, I must cross out item 2 in the certification before signing the form.
3. **Real Estate Transactions.** I must sign the certification. I may cross out item 2 of the certification.
4. **Other Payments.** I must give my correct TIN, but do not have to sign the certification unless I have been notified that I have previously given an incorrect TIN. "Other payments" include payments made in the course of the requestor's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a non-employee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage Interest Paid by Me, Acquisition or Abandonment of Secured Property, Cancellation of Debt, Qualified Tuition Program Payments (Under Section 529), IRA or Archer MSA Contributions or Distributions, and Pension Distributions. I must give my correct TIN, but do not have to sign the certification.

**Privacy Act Notice.**

Section 6109 of the Internal Revenue Code requires me to give my correct TIN to you who must file information returns with the IRS to report interest, dividends, and certain other income paid to me, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions I made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of my tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

I must provide my TIN whether or not I am required to file a tax return. You must generally withhold 28% of taxable interest, dividend, and certain other payments to me if I do not furnish my TIN to you. Certain penalties may also apply.

**VII. (A) DISCLOSURE OF YOUR ABILITY TO WITHDRAW FUNDS OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS**

**Your Ability To Withdraw Funds**

Your policy is to make funds from my cash and check deposits available to me on the first business day after the day you receive my deposit. Electronic direct deposits will be available on the day you receive the deposit. Once they are available, I can withdraw the funds in cash and you will use the funds to pay checks that I have written.

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If I make a deposit before 5:00 p.m. (Pacific Time) 3:00 p.m. (Pacific Time) at non-proprietary ATMs and Shared Branch locations) on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 5:00 p.m. (Pacific Time) 3:00 p.m. (Pacific Time) at non-proprietary ATMs and Shared Branch locations) or on a day you are not open, you will consider that the deposit was made on the next business day you are open. Share Branch locations are branches of other credit unions in the CU Service Center Network® that are not identified as our branches.

**Longer Delays May Apply**

In some cases, you will not make all of the funds that I deposit by check available to me on the first business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the fifth business day after the day of my deposit. The first \$225 of my deposits, however, may be available on the first business day after the day of deposit.

If you are not going to make all of the funds from my deposit available on the first business day, you will notify me at the time I make my deposit. You will also tell me when the funds will be available. If my deposit is not made directly to one of your employees, or if you decide to take this action after I have left the premises, you will mail me the notice by the day after you receive my deposit.

If I will need the funds from a deposit right away, I should ask you when the funds will be available.

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

- You believe a check I deposit will not be paid.
- I deposit checks totaling more than \$5,000 on any one day.
- I redeposit a check that has been returned unpaid.
- I have overdrawn my account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. They will generally be available no later than the eleventh business day after the day of my deposit.

**Check Cashing**

If you cash a check for me that is drawn on another financial institution, you may withhold availability of a corresponding amount of funds that are already in my account. Those funds will be available at the time funds from the check you cashed would have been available if I had deposited it.

**Holds on Other Funds**

If you accept for deposit a check that is drawn on another financial institution, you may make funds from the deposit available for withdrawal immediately, but delay my availability to withdraw a corresponding amount of funds that I have on deposit in another account with you. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check I deposited.

**Special Rules for New Accounts**

If I am a new customer, the following special rules will apply during the first 30 days my account is open.

Funds from electronic direct deposits to my account will be available on the day you receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's,

<b>WHAT NAME AND NUMBER TO GIVE THE CREDIT UNION</b>	
<b>For this type of account:</b>	<b>Give the name and SSN of:</b>
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account. <sup>1</sup>
3. Custodian account of a minor (Uniform Transfers to Minors Act)	The minor. <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law.	The actual owner. <sup>1</sup>
5. Sole proprietorship	The owner. <sup>3</sup>
<b>For this type of account:</b>	<b>Give the name and EIN of:</b>
6. Sole proprietorship	The owner. <sup>3</sup>
7. A valid trust, estate or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation.
9. Association, club, or religious, charitable, educational or other tax-exempt organization.	The organization.
10. Partnership	The partnership.
11. A broker or registered nominee	The broker or nominee.
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity.

<sup>1</sup> List first and circle the name of the person whose number I furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> I must show my individual name, but I may also enter my business or "DBA" name. I may use either my SSN or EIN (if I have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (I must not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**NOTE:** If no name is circled when there is more than one name listed, the number will be considered to be that of the first name listed.

traveler's, and federal, state, and local government checks will be available on the first business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me (and I may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000 will not be available until the second business day after the day of my deposit.

Funds from all other check deposits will be available on the tenth business day after the day of my deposit.

#### **Deposits at Automated Teller Machines (ATMs)**

Funds from any deposits (cash or checks) made payable at ATMs you own or operate will be available generally on the second business day after the day of my deposit.

Funds from any deposits (cash or checks) made at ATMs you do not own or operate will be available on the fifth business day after the day of my deposit.

All ATMs that you own or operate are identified as your machines.

#### **Cash Withdrawal Limitation**

You place certain limitations on withdrawals in cash. In general, \$200 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total \$400 of other funds becoming available on a given day is available for withdrawal in cash at or after 5:00 p.m. (Pacific Time). Any remaining funds will be available for withdrawal in cash on the following business day.

#### **(B) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS**

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing my 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 me) can be used by me for endorsements or any other markings.

You will not be responsible for any damages incurred in the event I deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by me or a prior endorser on the back of the check.

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

#### **VIII. RATE AND FEE SCHEDULE**

[Attach Rate and Fee Schedule]



By members choice, this credit union is privately insured through American Share Insurance up to \$250,000 per account. This institution is not federally insured or insured by any state government.