

**ALL-IN-ONE ACCOUNT AGREEMENT  
AND  
TRUTH-IN-SAVINGS DISCLOSURE**

Effective August 10, 2011

**IMPORTANT DOCUMENTS**

**PLEASE KEEP FOR YOUR RECORDS**

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**FIRST FINANCIAL**

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**C R E D I T ♦ U N I O N**

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National Credit Union Administration, a U.S. Government Agency

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## ALL-IN-ONE ACCOUNT AGREEMENT

### AND

## TRUTH-IN-SAVINGS DISCLOSURE

In the following Agreement and Disclosure, the words “I,” “me,” “mine,” “my,” “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,” and “yours” mean First Financial Credit Union.

### 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 Money Market Savings Accounts, Money Market Checking Accounts, and all 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 enclosed Rate and Fee Schedule, which is incorporated by this reference.

**Dividend Compounding and Crediting.** For all accounts except Money Market Savings Accounts, Educator Money Market Savings Accounts, Money Market Checking Accounts, and all 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 follows the ending date of a dividend period, and for the example is April 1. For dividend compounding and crediting information for Money Market Savings Accounts, Educator Money Market Savings Accounts, Money Market Checking Accounts, and all Term Share (Certificate) Accounts, see the specific Sections below.

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

**Balance Computation Methods.** Except for Money Market Savings Accounts, Educator Money Market Savings Accounts, and Money Market Checking Accounts, 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. We calculate the average daily balance by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. For Money Market Savings Accounts, Educator Money Market Savings Accounts, and Money Market Checking Accounts, Dividends are calculated by the daily balance method, which applies a daily periodic rate to the daily balance in the account each day.

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 share necessary to become a member and maintain accounts with you is currently \$5.00. This amount must be deposited into and maintained in a Member Savings Account, Student Savings Account, or Trust Savings Account. If I fail to complete the purchase of one (1) share within six (6) months of my admission to membership or within six (6) months from the increase in the par value in shares, or if I reduce my Account balance below the par value of one (1) share and I do not increase the balance to at least the par value of one (1) share within six (6) months of the reduction, 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 Member Savings Account, Student Savings Account, or Trust Savings 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, the items will be returned, unpaid, and my account will be subject to closure by you.
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 endorsers 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. 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. 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. 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 an Account Signature Card 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 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 Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Signature Card(s) and a new account number will be assigned or, in the case of multiple party accounts, by following one of the procedures set forth in Probate Code § 5303. 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. If I have agreed to receive notices or other disclosures from you electronically (such as e-statements), I must keep you informed of my current email address. I agree to notify you promptly of any change of address or email address (if applicable). I may notify you in person at your office or by sending a written and signed notice to:

First Financial Credit Union  
P.O. Box 90  
West Covina, CA 91793

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.

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 or: in even increments of \$100.00 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 not occur.



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 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 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 V 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. Member accounts in this Credit Union are federally-insured by the National Credit Union Share Insurance Fund.
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 home banking 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.
43. I agree that should any of my Accounts with you (except term share accounts) be inactive (defined as no member-initiated transaction occurring on the account) for 180 days that you may close the inactive account and transfer the inactive account balance to my Member Savings Account. In the event of a joint account with multiple owners, the inactive account balance will be transferred to the Member Savings Account of the primary member listed on the joint account Signature Card.

#### **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 "Living Trust Account Card"
4. Living trust 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 Member Savings Accounts**

1. The minimum deposit required to open and maintain a Member Savings Account is \$5. I must maintain a minimum daily balance of \$5 in this Account in order to avoid closure of this Account and closure of my other accounts with you.
2. To avoid a monthly Minimum Balance Fee, I must maintain a minimum daily balance of \$100 in this Account or maintain a minimum of one (1) additional account with you under the same membership.
3. To avoid a monthly Single Service Fee, I must maintain a minimum of one (1) additional account with you under the same membership.
4. To avoid a monthly Paper Statement Fee, I must maintain a minimum of one (1) additional account with you under the same membership.
5. I must maintain a minimum average daily balance of \$100 in this Account to obtain the Annual Percentage Yield (APY) set forth on the Rate and Fee Schedule.
6. 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 Student Savings Accounts**

1. Student Savings Accounts are for children under 18 years of age. A parent or legal guardian must be a joint accountholder. Student Savings Accounts are converted to Member Savings Accounts on the minor accountholder's 18th birthday.
2. The minimum deposit required to open a Student Savings Account is \$5.
3. I must maintain a minimum daily balance of \$5 in this Account in order to avoid closure of this Account and closure of my other accounts with you.
4. There is no monthly service fee.
5. I must maintain a minimum average daily balance of \$1 in this Account to obtain the disclosed Annual Percentage Yield (APY).

6. 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 Trust Savings Accounts**

1. The minimum deposit required to open and maintain a Trust Savings Account is \$5. I must maintain a minimum daily balance of \$5 in this Account in order to avoid closure of this Account and closure of my other accounts with you.
2. To avoid a monthly Minimum Balance Fee, I must maintain a minimum daily balance of \$100 in this Account or maintain a minimum of one (1) additional account with you under the same membership.
3. To avoid a monthly Single Service Fee, I must maintain a minimum of one (1) additional account with you under the same membership.
4. To avoid a monthly Paper Statement Fee, I must maintain a minimum of one (1) additional account with you under the same membership.
5. I must maintain a minimum average daily balance of \$100 in this Account to obtain the Annual Percentage Yield (APY) set forth on the Rate and Fee Schedule.
6. 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 Super Savers Accounts**

1. The minimum deposit required to open and maintain a Super Savers Account is \$500. I must maintain a minimum daily balance of \$500 in this Account in order to avoid closure of this Account.
2. To avoid a monthly service fee, I must maintain a minimum daily balance of \$500 in this Account.
3. Super Savers Accounts are tiered, variable-rate accounts. The dividend rate and Annual Percentage Yield (APY) is determined by the number of qualifying services I maintain with you under the same Membership Account as the Super Savers Account at the opening of the last business weekday of each calendar quarter. The tiers and applicable dividend rates and APYs for the Super Savers Account as set forth on your Rate and Fee Schedule.
4. I must maintain a minimum average daily balance of \$500 in this Account to obtain the tier 1 Annual Percentage Yield (APY) set forth on the Rate and Fee Schedule.
5. To earn the dividend rate and APY for tier 2, I must maintain a minimum average daily balance of \$500 in this Account,

maintain a checking account under the same membership, and have a recurring monthly direct deposit or payroll deduction into an account with you under the same membership, plus I must maintain one (1) additional qualifying product or service with you under the same membership from the following list (“Qualifying Product List”):

- a. Mortgage
- b. Home Equity Loan
- c. Auto Loan
- d. Home Equity Line of Credit
- e. Election to Receive Account Statements Electronically (e-Statements)
- f. Unsecured Personal Loan (Including Unsecured Line of Credit)
- g. Credit Card Account
- h. Term Share (Certificate) Account
- i. Money Market Savings Account
- j. IRA Savings Account

The products and services listed in the Qualifying Products List count as one (1) qualifying product/service, regardless of the number of products or services I have in any particular category. For example, two (2) term share (certificate) accounts count as only one (1) qualifying product.

6. To earn the dividend rate and APY for tier 3, I must maintain a minimum average daily balance of \$500 in this Account, maintain a checking account under the same membership, and have a recurring monthly direct deposit or payroll deduction into an account with you under the same membership, plus I must maintain two (2) additional qualifying products or services with you under the same membership from the Qualifying Product List.

### **Terms and Conditions Applicable to “You-Name-It” Savings Accounts**

1. The minimum deposit required to open and maintain a “You-Name-It” Savings Account is \$5.
2. There is no monthly service fee.
3. I must maintain a minimum average daily balance of \$100 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.

### **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 pursuant to a written "Automatic Overdraft Protection Request," which I must execute. 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 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 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 am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere. If I do not utilize your check printer, I agree that the Account owner's name, Account number, routing number, and all other check information must match the Credit Union's records. I may not utilize any form of check drawn on my Account that appears to be a cashier's or other official Credit Union check.
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 Budget Checking Accounts**

1. The minimum deposit required to open this Account is \$5.
2. There is no monthly service fee.
3. This Account does not earn dividends.
4. I must make a minimum of three (3) transactions using my Budget Checking Account each month or my Account will be charged a Minimum Transactions Fee as set forth in your Rate and Fee Schedule. The "transactions" that qualify for the required three (3) transactions each month are deposits, direct deposits, withdrawals, transfers, and debit card transactions. The following transactions do not qualify: fees and/or dividend postings.

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

1. The minimum deposit required to open this Account is \$100.
2. I must maintain the minimum daily balance of \$500 in this Account to avoid a monthly service fee.
3. I must maintain a minimum average daily balance of \$500 in this Account to earn the disclosed Annual Percentage Yield (APY).
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 must make a minimum of three (3) transactions using my Value Checking Account each month or my Account will be charged a Minimum Transactions Fee as set forth in your Rate and Fee Schedule. The "transactions" that qualify for the required three (3) transactions each month are deposits, direct deposits, withdrawals, transfers, and debit card transactions. The following transactions do not qualify: fees and/or dividend postings.

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

1. The minimum deposit required to open this Account is \$5.
2. This Account is subject to a monthly service fee as set forth in your Rate and Fee Schedule, which will be automatically deducted from this Account each month. If the monthly service fee creates a negative balance, the Account will be subject to additional fees and may be closed by you.
3. This Account does not earn dividends.

4. I must make a minimum of three (3) transactions using my Benefits Checking Account each month or my Account will be charged a Minimum Transactions Fee as set forth in your Rate and Fee Schedule. The “transactions” that qualify for the required three (3) transactions each month are deposits, direct deposits, withdrawals, transfers, and debit card transactions. The following transactions do not qualify: fees and/or dividend postings.

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

1. The minimum deposit required to open this Account is \$2,500.
2. This Account is subject to a monthly service fee as set forth in your Rate and Fee Schedule, which will be automatically deducted from this Account each month. If the monthly service fee creates a negative balance, the Account will be subject to additional fees and may be closed by you.
3. There is no minimum average daily balance required in this Account to earn the disclosed Annual Percentage Yield (APY).
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. Dividends will be compounded monthly and will be credited monthly. 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 follows the ending date of a dividend period, and for the example is February 1.
6. I must make a minimum of three (3) transactions using my Money Market Checking Account each month or my Account will be charged a Minimum Transactions Fee as set forth in your Rate and Fee Schedule. The “transactions” that qualify for the required three (3) transactions each month are deposits, direct deposits, withdrawals, transfers, and debit card transactions. The following transactions do not qualify: fees and/or dividend postings.

### **Terms and Conditions Applicable to All Money Market Accounts (Except Money Market Checking Accounts)**

1. For Money Market Savings Accounts and Educator Money Market Savings Accounts, dividends will be compounded monthly and will be credited monthly. 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 follows the ending date of a dividend period, and for the example is February 1.

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

1. The minimum deposit required to open this Account is \$2,500. I must maintain a minimum daily balance of \$2,500 in this Account to avoid Account closure.
2. I must maintain the minimum daily balance of \$2,500 in this Account to avoid a monthly service fee.
3. I must maintain a minimum average daily balance of \$2,500 in this Account to obtain the disclosed Annual Percentage Yield (APY).
4. I may not pledge any of the funds on deposit in the Account as security for any loan(s).
5. During any month, I am limited to no 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, the items will be returned, unpaid, and my Account will be subject to closure by you.

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

1. Educator Money Market Savings Accounts may only be opened by Credit Union members who established membership eligibility with the Credit Union as a member of the CTA, CRTA, ASCA, CSEA, or UTLA (an "Educator"). Family members of Educators and business organizations or associations are not eligible for this Account.
2. The minimum deposit required to open this Account is \$500.
3. I must maintain the minimum daily balance of \$2,500 in this Account to avoid a monthly service fee.
4. I must maintain a minimum average daily balance of \$500 in this Account to obtain the disclosed Annual Percentage Yield (APY).
5. I may not pledge any of the funds on deposit in the Account as security for any loan(s).
6. During any month, I am limited to no 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, the items will be returned, unpaid, and my Account will be subject to closure by you.

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

1. The Credit Union offers four (4) varieties of Term Share (Certificate) Accounts: Standard Term Share Certificate, Standard Flexible Savers Certificate, Summer Savers Flexible

Savers Certificate, and Standard IRA Certificate. Additional information about our Standard IRA Certificate Accounts is provided in the Sections entitled, “Terms and Conditions Applicable to All Individual Retirement Accounts (IRAs)” and “Terms and Conditions Applicable to Standard IRA Certificate Accounts” below.

2. For all Term Share (Certificate) Accounts except Standard Term Share Certificate Accounts and Standard IRA Certificate Accounts, dividends will not be compounded and will be credited at maturity.
3. For Standard Term Share Certificate Accounts and Standard IRA Certificate Accounts, dividends will not be compounded. Dividends will be credited annually and at maturity, unless I request monthly crediting, in which case dividends will be credited monthly and at maturity. For annual crediting, the dividend period is annually. 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 December 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is January 1 of the following year. For monthly crediting, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is February 1. Selecting monthly dividends will reduce the yield stated on the Rate and Fee Schedule.
4. Although 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 a Standard IRA Certificate may be subject to state and federal penalties.
5. 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 less than or equal to one (1) year, then you may impose an early withdrawal penalty equal to:
    1. All dividends that would have been earned for the entire term assuming all funds remained on deposit in the Account for the remainder of the term; and
    2. If a withdrawal reduces the Account balance below the required minimum, the Account may be closed; and
    3. An Early Withdrawal Fee will be imposed as set forth on the Rate and Fee Schedule (this may reduce principal).

- b. If the Account has a term of greater than one (1) year, then you may impose an early withdrawal penalty equal to:
    1. All dividends that would have been earned for the remainder of the term assuming all funds remained on deposit in the Account for the remainder of the term; and
    2. If a withdrawal reduces the Account balance below the required minimum, the Account may be closed; and
    3. An Early Withdrawal Fee will be imposed as set forth on the Rate and Fee Schedule (this may reduce principal).
  - c. In accordance with Federal Reserve Board Regulations, the Credit Union may charge an early withdrawal penalty of seven (7) days dividends on amounts withdrawn within the first six (6) days after deposit or automatic renewal.
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. 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. 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.
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 Standard Term Share Certificate Accounts**

1. The minimum deposit required to open a Standard Term Share Certificate Account is set forth on the Rate and Fee Schedule.
2. I must maintain the minimum daily balance set forth on the Rate and Fee Schedule in this Account to obtain the disclosed Annual Percentage Yield (APY).

3. I must maintain the minimum daily balance set forth on the Rate and Fee Schedule in this Account to avoid closure of the account and the Early Withdrawal Fee.
4. After the account is opened, additional deposits to the account are not permitted until the Maturity Date.
5. Except as may be permitted under this Agreement and Disclosure, this Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term.
6. I may choose to have dividends from this Account credited to another account at the Credit Union.

### **Terms and Conditions Applicable to Standard Flexible Savers Certificate Accounts**

1. The minimum deposit required to open a Standard Term Share Certificate Account is \$50. The maximum amount that I may deposit at Account opening is \$2,000. The maximum amount that I may deposit during any calendar month is \$2,000.
2. I must make monthly deposits of no less than \$50 to the Standard Flexible Savers Certificate Account each month. If, at any time, I fail to make three (3) consecutive monthly deposits of at least \$50 into my Standard Flexible Savers Certificate Account, my Account will be closed, accrued dividends will not be credited, and the funds will be transferred to my Member Savings Account, Student Savings Account, or Trust Savings Account (as applicable).
3. I must maintain the minimum daily balance set forth on the Rate and Fee Schedule in this Account to obtain the disclosed Annual Percentage Yield (APY).
4. Except as may be permitted under this Agreement and Disclosure, this Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term.
5. I may choose to have dividends from this Account credited to another account at the Credit Union.

### **Terms and Conditions Applicable to Summer Savers Flexible Savers Certificate Accounts**

1. Our Summer Savers Flexible Savers Certificate Accounts have a minimum term of 6 months and a maximum term of 18 months. The maximum amount that I may deposit at Account opening is \$2,000. The maximum amount that I may deposit during any calendar month is \$2,000.
2. The minimum deposit required to open and maintain a Summer Savers Flexible Savers Certificate Account is \$50.
3. I must make monthly deposits of no less than \$50 to the Summer Savers Flexible Savers Certificate Account each month. If, at any time, I fail to make three (3) consecutive monthly deposits of at least \$50 into my Summer Savers Flexible Savers Certificate Account, my Account will be closed, accrued dividends will not be credited, and the funds



will be transferred to my Member Savings Account, Student Savings Account, or Trust Savings Account (as applicable).

4. I must maintain the minimum daily balance set forth on the Rate and Fee Schedule in this Account to obtain the disclosed Annual Percentage Yield (APY).
5. This Account will mature either in the month of July or August as set forth on the Certificate Receipt.
6. I may choose to have dividends from this Account credited to another account at the Credit Union.

#### **Terms and Conditions Applicable to All Individual Retirement Accounts (IRAs)**

1. You offer IRA Savings Accounts and Standard IRA Certificates. These accounts are 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.
2. 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.
3. 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.
4. I may not pledge any of the funds on deposit in the account as security for any loan(s).

#### **Terms and Conditions Applicable to IRA Savings Accounts**

1. The minimum deposit required to open this account is \$5. Additional deposits are permitted to contributory IRAs only.
2. I must maintain a minimum average daily balance of \$5 in this Account each day to obtain the disclosed Annual Percentage Yield (APY).
3. There is no monthly service fee. However, there is an Annual Fee as set forth in the IRA Account Agreement and Disclosure Statement.

#### **Terms and Conditions Applicable to Standard IRA Certificates**

1. The minimum deposit required to open this account is \$500. Additional deposits are permitted to contributory IRAs only.

2. I must maintain a minimum average daily balance of \$500 in this Account to obtain the disclosed Annual Percentage Yield (APY).
3. There is no monthly service fee. However, there is an Annual Fee as set forth in the IRA Account Agreement and Disclosure Statement.
4. Dividends will not be compounded.
5. Dividends will be credited annually and at maturity, unless I request monthly crediting, in which case dividends will be credited monthly and at maturity. For annual crediting, the dividend period is annually. 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 December 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is January 1 of the following year. For monthly crediting, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is February 1. Selecting monthly dividends will reduce the yield stated on the Rate and Fee Schedule.

### **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. P.S.T. 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.

16. 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.
17. 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.
18. 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. CHECK ASSURE PROGRAM**

In this Check Assure 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 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. The Check Assure Service shall not be applied to VISA Check/Debit Card transactions or ATM transactions.

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 Check Assure Limit (including fees). The Check Assure Limit for qualified Chairman’s Circle Members is \$2,500, for qualified President’s Circle Members is \$1,500, and for all other qualified members is \$1,000.

The Check Assure 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:

1. My Checking Account must have been opened for at least ninety (90) days;
2. I have authorized you, by signing your Authorization and Consent Form, to offset my overdrafts with the use of any government benefits such as Social Security or other public benefits; and
3. I maintain my membership with you in good standing, which means that:
  - a. I make regular deposits sufficient to cover transactions;
  - b. I have no legal orders outstanding on my accounts;
  - c. I do not have any loans with you that are more than ten (10) days past due;
  - d. My accounts do not have a derogatory history;
  - e. My accounts do not have questionable transactions (as determined by you in your sole discretion);

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

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 Check Assure 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 Check Assure Service, except that the Credit Union will not charge a Check Assure Service Fee for overdrafts due to ATM transactions or one-time debit card transactions unless I opt-in to have my ATM and one-time debt card overdrafts paid through this Service.

More than one Check Assure Service Fee may be assessed against my Checking Account per day depending upon the number of overdrafts paid through the Check Assure Service. I understand that my Check Assure Limit shall be reduced by the amount of each overdraft paid by you through the Check Assure Service and the amount of the related Check Assure Service Fee imposed until such amounts are repaid by me as set forth herein at which time you may replenish my Check Assure Limit by the amount of the repayment. The Check Assure 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 Check Assure 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 Check Assure 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 Check Assure 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 Check Assure Service or close your 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 Check Assure 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 Check Assure Service, please send a written request for removal to First Financial Credit Union, P.O. Box 90, West Covina, CA 91793 or call you at (800) 537-8491 Monday through Friday, 7:00 a.m. to 7:00 p.m. PST, and you will remove the Check Assure Service from my Checking Account.

**V. INSTRUCTION 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.

Individuals (including sole proprietors) are not exempt from backup withholding. 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.

### WHAT NAME AND NUMBER TO GIVE THE CREDIT UNION

<b>For this type of account:</b>	<b>I 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. <ol style="list-style-type: none"> <li>a. The usual revocable savings trust (grantor is also trustee)</li> </ol>	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. Association, club, or religious, charitable, educational, or other tax-exempt organization	The organization
9. Partnership	The partnership
10. A broker or registered nominee	The broker or nominee
11. 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 agriculture 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.

## **VI. (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. PST 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. PST or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

## **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 second business day after the day of my deposit. The first \$100 of my deposits, however, may be available on the first business day. Effective July 21, 2011, the first \$200 of my deposits 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 seventh 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, 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 ninth 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 eleventh 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, \$100 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. Effective July 21, 2011, the first \$200 of my deposits may be available 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. PST. 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.

## VII. ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words "you," "your," and "yours" mean the Credit Union. My acceptance, retention, activation, or use of an ATM Card or VISA® Check/Debit Card, or other electronic funds transaction hereunder constitutes an agreement between you and me as described below.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

At the present time, you participate in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck, payroll deductions, preauthorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments), preauthorized withdrawals for bill payments and other recurring payments, Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned ("Proprietary") ATMs and on "Shared Network" ATMs such as the CO-OP Network, Star®, Cirrus®, and VISA®, and such other systems as may be added from time to time, Call 24 Audio Response Telephone Banking, Online Banking, Electronic Check Transactions, and Point of Sale (POS) Transactions. Disclosure information applicable to all electronic services offered by you is given below, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules, and regulations applicable to my Savings Account, Money Market Account, Checking Account, VISA Credit Card, Personal Line of Credit, and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

### GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

**Business Day Disclosure.** Your business days are Monday through Friday, except holidays. Your business hours are 9:00 a.m. to 5:00 p.m. (PST) each business day. ATMs, POS terminals, the Call 24 Audio Response Telephone Banking System, and Online Banking are generally open, but not always accessible, 24 hours a day, 7 days a week. Online Banking may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet Service Provider and Internet software.

**Disclosure of Account Information to Third Parties.** You will disclose information to third parties about my account or transfers I make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or

3. In order to comply with a government agency or Court order, or any legal process; or
4. If I give you written permission.

**In Case of Errors or Questions About My Electronic Services Transactions.**

Telephone you at: (800) 537-8491

or write you at:

First Financial Credit Union  
P.O. Box 90  
West Covina, CA 91793

as soon as I can, if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you send me the FIRST statement on which the problem or error appeared. I must:

1. Tell you my name and account number;
2. Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
3. Tell you the dollar amount of the suspected error.

If I tell you orally, you will require that I send you my complaint or question in writing within ten (10) business days.

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my account.

In accordance with VISA Operating Rules and Regulations, I will receive provisional credit for VISA Debit Card losses for unauthorized use within five (5) business days after I have notified you of the loss.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to ninety (90) days to investigate my complaint or question. For new accounts, you may take up to twenty (20) business days to credit my account for the amount I think is in error.

You will tell me the results within three (3) business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. I may ask for copies of the documents that you used in your investigation.

**Your Liability for Failure to Make or Complete Electronic Funds Transactions.** If you do not properly complete an electronic



funds transaction to my account on time or in the correct amount according to your agreement with me, you may be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, earthquake, electronic failure, or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to make a transaction;
3. The funds in my account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
4. You have received incorrect or incomplete information from me or from third parties (e.g., the U. S. Treasury, an automated clearing house, or a terminal owner);
5. The ATM, POS terminal, Call 24 Audio Response System, Online Banking, or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
6. The ATM where I was making the transaction did not have enough cash, or cash in the denominations I requested;
7. My ATM Card, VISA Check/Debit Card, or check(s) has been reported lost or stolen, or my Card has expired, is damaged so that the terminal cannot read the encoding strip, has not been activated, is inactive due to non-use, is retained by you at my request, or because my Card, Call 24 Audio Response, or Online Banking PIN has been repeatedly entered incorrectly;
8. The transaction would exceed my Line of Credit limit or VISA Credit Card limit;
9. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
10. There may be other exceptions.

**Charges for Electronic Funds Transaction Services.** All charges associated with my electronic funds transactions are disclosed in your Rate and Fee Schedule, which accompanies this Disclosure and Agreement. A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Rate and Fee Schedule for each stop payment order I give. There may also be a charge assessed if I overdraw my Checking Account by the use of a VISA Check/Debit Card. If I request a copy of the documentation relative to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from my Savings Account, Money Market Account, or Checking Account.

**Change in Terms.** You may change the terms and charges for the services indicated in this Electronic Services Disclosure and may amend, modify, add to, or delete from this Disclosure and

Agreement from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

**Disclosure of Delayed Funds Availability.** You may place a hold for uncollected funds on an item I deposit. This could delay my ability to withdraw such funds. For further details, I will see your "Disclosure of Funds Availability Policy" or contact a Credit Union officer.

**Termination of Electronic Funds Transaction Services.** I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. You may terminate my right to make electronic funds transactions at any time upon written notice. If I ask you to terminate my account or the use of an ATM Card, or any other access device, I will remain liable for subsequent authorized transactions performed on my account.

**Account Access:** My Account, the Card(s), or any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. I understand that I may not utilize my Account, the Card(s), or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but may not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. You may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

**Relationship to Other Disclosures.** The information in these Disclosures applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

**Governing Law.** I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement 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 or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.

**Copy Received.** I acknowledge receipt of a copy of this Disclosure and Agreement.

**ADDITIONAL DISCLOSURES APPLICABLE TO  
PREAUTHORIZED DEPOSIT OF NET PAYCHECK,  
PAYROLL DEDUCTIONS, PENSION CHECKS, AND  
FEDERAL RECURRING PAYMENTS**

If I have arranged to have pre authorized electronic deposits of my net paycheck (if available from my employer), payroll deductions, pension checks, or Federal Recurring Payments (for example, Social Security payments), the following applies to me.

**Account Access.** Preauthorized deposits may be made to my Savings Account(s) or Checking Account.

**Notification of Preauthorized Deposits.** If I have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may telephone you at (800) 537-8491 and you will advise me whether or not the preauthorized deposit has been made or I may use your Call 24 Audio Response System or Online Banking to find out whether the deposit has been made.

**Documentation of Preauthorized Deposits.** Generally, I will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic fund transaction service I have with you is preauthorized deposits, then you reserve the right to send me a quarterly statement only.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES**

If I have requested a preauthorized payment to a third party from my Credit Union Checking Account, the following applies to me.

**Account Access.** Preauthorized payments may be made from my Checking Account only.

#### **Right to Receive Documentation of Preauthorized Payment.**

**Initial Authorization.** I can get copies of the preauthorized payment documentation from the third party being paid at the time I give them the initial authorization.

**Notice of Varying Amounts.** If my preauthorized payment may vary in amount, the party who will receive the payment is required to tell me ten (10) days before such payment when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that I set.

**Periodic Statement.** I will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

**Right to Stop Preauthorized Payment.** If I want to stop any of the preauthorized payments or revoke a preauthorized payment authorization, I must call you at: (800) 537-8491 or write you at First Financial Credit Union, P.O. Box 90, West Covina, CA 91793, in time for you to receive my stop request no less than three (3) business days or more before the next payment is scheduled to be made. If I call, you may also require me to put confirmation of my request in writing at the above address and get it to you within fourteen (14) days after I call. An oral request ceases to be binding after fourteen (14) days if I have not provided you with my required written confirmation of my request. You will charge me for each stop payment or revocation request I give pursuant to your current

Rate and Fee Schedule. If I have given you a request to revoke this entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party.

**Your Liability for Failure to Stop Payment.** If I order you to stop one of my preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by law.

**Liability for Unauthorized Electronic Payments.** I may be liable for unauthorized transfers made from my account by a third party. If I believe such transfer has occurred, I must follow the procedures outlined in the "General Disclosures Applicable to All Electronic Services" section for resolving errors. Please also refer to the section entitled "Additional Disclosures Applicable to ATM Electronic Funds Transactions, Point of Sale Transactions, Call 24 Audio Response System Transactions, Online Banking Transactions, and Electronic Check Transactions."

#### **ADDITIONAL DISCLOSURES APPLICABLE TO CALL 24 AUDIO RESPONSE SYSTEM TELEPHONE BANKING**

Call 24 Audio Response System Telephone Banking is a telephone banking service which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually "talk" directly with your computer. Before I can use Call 24 Audio Response System Telephone Banking, I must select a Call 24 Audio Response System Telephone Banking System PIN.

**Types of Available Transactions.** I may use my identification number (PIN) to:

1. Make transfers between my accounts;
2. Make inquiries regarding payroll deposits or other preauthorized deposits, account balances and loan payment data;
3. Make transfers to make loan payments;
4. Make withdrawals from my Savings Account(s) and Money Market Account(s) (except from IRAs or from the principal of a Certificate Account) or Checking Account(s) or advances on my Personal Line of Credit by Credit Union check issued in the name of the member appearing first on the Account Signature Card mailed to my address of record.
5. Place stop payment orders on checks I have written from my Credit Union Checking Account that have not cleared, subject to the fees state on our Rate and Fee Schedule. The Credit Union must be given adequate time to stop payment on any check. Under normal conditions, stop payment orders placed before 3:00 p.m. PST on a business day will be effective that day. Stop payment orders placed after 3:00 p.m. PST will become effective the next business day.

6. You may offer additional services in the future and, if so, I will be notified of them.

### **Limitations on Frequency and Dollar Amount of Transactions.**

1. Account withdrawals by check through your Call 24 Audio Response System are limited to \$5,000 during any 24-hour period or to the extent that I have clear funds available in the Account or my Line of Credit Account, whichever is less. I may transfer up to \$9,999.99 between accounts during any 24-hour period. Transfers and loan payments performed before 3:00 p.m. PST will be posted the same business day. Transfers and loan payments performed after 3:00 p.m. PST will be posted the next business day.
2. For security reasons, in the event my Call 24 Audio Response System PIN is lost or stolen, there may be restrictions on transactions I can make on the Call 24 Audio Response System.

**Call 24 Audio Response System Personal Identification Number (PIN).** I understand that I cannot use the Call 24 Audio Response System without an identification number, which you refer to as a PIN, and that I will select my PIN at your office. I am responsible for the safekeeping of my Call 24 Audio Response System PIN provided by you and for all transactions made by use of the Call 24 Audio Response System.

I will notify you immediately and send written confirmation if my Call 24 Audio Response System PIN is disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the PIN immediately to prevent transactions on my Account if anyone not authorized by me has access to the PIN. In disclosing my Call 24 Audio Response System PIN to anyone, however, I understand that I have given them access to my account via the Call 24 Audio Response System and that I am responsible for any such transactions.

I further understand that my Call 24 Audio Response System PIN is not transferable and I will not disclose the Call 24 Audio Response System PIN or permit any unauthorized use thereof.

### **ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE BANKING AND BILL PAYMENT SERVICES**

Online Banking is your computer banking service that allows access to my accounts without assistance from your staff by using the Credit Union website and my own selected Online Banking PIN.

**Minimum System Requirements.** In order to conduct transactions through the Service with you, the following computer system requirements must be satisfied:

I must have a computer and Internet browser that will support 128 bit encryption.

- We recommend the use of the most current, fully-patched versions of Internet browsers for accessing your Internet Banking Service.
- Some features of the Internet Banking Services may not be supported with older browsers.
- You will need Internet access through an Internet service

provider (ISP).

- You will need access to a printer and/or other storage medium (such as a hard drive) for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully-updated anti-virus protection on my computer at all times.

Prior to enrolling in the Internet Banking Service and accepting the electronic version of this Agreement, I should verify that I have the required hardware and software necessary to access the Internet Banking Service and to retain a copy of this Agreement.

If you revise hardware or software requirements such that the change impacts my ability to access the Internet Banking Service, you will give me advance notice of these changes and provide me an opportunity to cancel the service and/or change my method of receiving electronic disclosures (e.g., change to paper format instead of an electronic format) without the imposition of any fees.

I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE, OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

**Account Access.** Online Banking is available for my Savings Accounts and Money Market Accounts (with the exception of IRA accounts), Checking Accounts, and Personal Line of Credit Accounts and loan account(s) (with the exception of VISA) using my PIN specific to this service.

**Types of Available Transactions.** I may use my Online Banking PIN for:

1. Make inquiries regarding payroll deposits or other pre-authorized deposits, account balances, and loan payments.
2. Transfer of funds among and between my accounts.
3. Transfers to other members' accounts with prior written authorization.
4. Withdrawals from my Savings and Money Market Account(s) (except from IRAs or from the principal of a Certificate Account) or Checking Account(s) or advances on my Personal Line of Credit made by Credit Union check issued in the name of the member appearing first on the Account Signature Card mailed to my address of record.

5. Loan payments by transfers from my Savings Account, Checking Account, or Money Market Account.
6. View account history or download account history.
7. Utilize the Bill Payment service from my designated checking account (requires a separate Bill Payment Services Registration Form).
8. You may offer additional services in the future and, if so, I will be notified of them.

**Limitations on Frequency and Dollar Amount of Transactions.**

1. All withdrawals and transfers from a Savings Account, Money Market Account, or Checking Account are limited to the extent of clear funds available in the Account.
2. Transfers between my accounts at the Credit Union are limited to (a) a maximum dollar amount of \$9,999.99 or (b) the amount of clear funds in the account from which the transfer is to be made or my Line of Credit Account, whichever is less.
3. Transfers from one of my accounts to another member's account at the Credit Union are limited to a maximum dollar amount of \$5,000 or the amount of clear funds in the account from which the transfer is to be made, whichever is less.
4. All loan advances are limited to the amount available from the Personal Line of Credit.
5. Bill Payments and interbank transfers are limited in terms of the maximum dollar amount to \$9,999.99 per payment or transfer.
6. There is no charge for Online Banking.

**Authorization.** I authorize you to charge my designated checking account(s) for any transactions accomplished through the use of the Bill Payment service, including the amount of any recurring payment that I make, and all charges as shown in the Rate and Fee Schedule associated with the Bill Payment service. I authorize you to transfer funds electronically between my designated checking account(s) according to my instructions initiated through Online Banking.

**Eligibility.** I understand that in order to use Online Banking, I must have an account in good standing and have a PIN with you.

**Online Banking PIN.** I understand that I cannot use Online Banking without a member identification number which you refer to as a PIN. I AGREE THAT THE USE OF THE PIN CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

I am responsible for the safekeeping of my PIN and for all transactions made by use of Online Banking. I will notify you immediately by phone and send written confirmation if my PIN is disclosed to anyone other than the joint owner of my account. If I disclose my PIN to anyone (including, without limitation, an account aggregate service provider), however, I understand and agree that I have given them access to my account via Online Banking and I am

responsible for any such transaction. I understand and agree that I must change the PIN immediately to prevent transactions on my account if anyone not authorized by me has access to my PIN. I further understand and agree that my PIN is not transferable and I will not disclose it or permit any unauthorized use thereof.

If I voluntarily subscribe to a third party account aggregation service where my selected Credit Union deposit and loan account(s) as well as my accounts at other financial/investment institutions may be accessed on a web-site, I may be requested to give my Credit Union PIN to the aggregate service provider. I understand that by doing so, I am providing the aggregate service provider access to my account(s) at the Credit Union.

**Joint Accounts.** If I utilize the Service to access my Accounts which are jointly owned, transactions performed on any such account by electronic means where my PIN is utilized shall be considered authorized by me.

**Fees Associated With Bill Payment.** I may be charged a Monthly Service Fee for the unlimited use of the Bill Payment feature. You will automatically deduct any Monthly Service Fee and any other applicable fees from my designated checking account on or about the day of the following month.

All applicable fees will be charged as set forth in the Rate and Fee Schedule.

**Bill Payment Services Agreement.** In addition to the Online Banking terms and conditions, the following additional terms and conditions apply to Bill Payment Services.

**Transactions Available Through Online Bill Payment.** I may use Online Bill Payment to perform the following transactions:

1. Add/Edit Payees: "Payee" refers to the entity to which I pay bills. The payee may be a company, organization, or individual. The Add/Edit Payee feature allows me to add payees to, delete payees from, or edit payee information on my personal list of payees.
2. Make non-recurring payments from my Checking Account or Money Market Checking Account. This feature allows me to schedule one-time payments to payees and to specify the amount of the payment and the processing date.
3. Make recurring payments from my Checking Account or Money Market Checking Account. This feature allows me to schedule recurring payments to payees.
4. View History to see payments made over a specified time period.
5. Use Bill Payment or eBill.

**Limitations on Transactions.** The following are limitations on the use of our Online Bill Payment Service:

1. The maximum transaction amount per check is \$9,999.99.



2. Bill payments can only be made from my First Financial Credit Union Checking Account or Money Market Checking Account.
3. Payments cannot be made for tax payments, court-ordered payments, or payments to payees outside the United States.
4. I cannot stop a payment if the payment has already been processed.
5. I cannot schedule payments for payment on a non-business day.
6. The minimum transaction amount per check/electronic payment is \$1.00.

**Liability.** The Bill Payment Service Provider is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated merchant in accordance with this Agreement. The Credit Union and the Bill Payment Service Provider are not liable for any damages I incur if I do not have sufficient funds in my designated checking account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or the Bill Payment Service Provider.

**Insufficient Funds.** You will overdraft from my Personal Line of Credit Account or Visa Credit Card Account according to the instructions I have given you if there are not sufficient funds in the designated checking account.

A written notice will be sent to me of transactions you are unable to process because of insufficient available funds. In all cases, I am responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. Insufficient available funds will prevent you from making more payments until resolved. I authorize you, and any third-party acting on your behalf, to choose the most effective method to process my payments. I will receive a transaction confirmation number for each properly instructed payment. Unless I receive a confirmation number, you shall not be liable for any failure to make a payment.

**Payments.** You may charge my designated checking account on the day that a check or other transaction is presented to you directly or electronically for payment. The Credit Union reserves the right to refuse to make any payments, but you will notify me of any such refusal within three (3) business days following receipt of my process date.

**Stop Payments.** Under some circumstances, I may stop or modify some authorized payments. Payments designated as "today" transactions cannot be stopped, canceled, or changed once my Bill Payment session is terminated.

In order to request a stop payment or change a Bill Payment transaction, log on to Online Bill Payment before 5:00 p.m. (PST) the day the bill is scheduled for payment. Once logged on, access the Payments page, then Overview section, then Pending Payments

and select "Delete" for the payment you wish to cancel. If a bill has already been processed by our Bill Payment Provider, it may still be stopped if it has not yet been presented for payment and if it is not an electronic payment type. To do this, notify the Credit Union no later than one (1) day after the bill payment has been processed by calling (800) 537-8491.

I will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees. I will cancel all outstanding payment orders with the payee(s) before notifying you to terminate this service feature.

**Changes to Internet Banking and Bill Payment Agreement.** The terms of this Agreement and Disclosure are in addition to the terms and conditions set forth in the Internet Banking and Bill Payment Agreement, which is provided when I sign-up for such services. In the event of a conflict between the Internet Banking and Bill Payment Agreement and this Agreement and Disclosure, the terms of the Internet Banking and Bill Payment Agreement will control. The Internet Banking and Bill Payment Agreement, any user's manual, and the applicable fees and charges may be amended by you in the future. In the event of amendment, you shall send notice to me either by mail to my last known address or transmit such notice of the amendment through the Online Banking Service. My use of the Online Banking or Bill Payment Service feature following the receipt of such notice constitutes acceptance of such amendment.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS**

If I requested that you issue me an ATM Card or VISA Check/Debit Card to be used to transact business at any of your proprietary ATMs or any ATM displaying the Star® or PLUS® Logo and belonging to the CO-OP® Shared Network System of ATMs or activated a VISA Credit Card to obtain advances at ATMs bearing the VISA® logo, then the information below applies to me. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN) that you will provide me.

**Types of Available Transactions and Limits on Transactions.** Types of currently available transactions are listed below. Transaction types and services may be limited on certain ATMs on the systems which are not owned by you (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction."

**Account Access.** The ATM services which you make available to me are:

1. Deposits to my Savings Account(s), Money Market Account(s), and Checking Account(s) at your proprietary ATM(s) and designated CO-OP Network ATMs only;
2. Withdrawals from my Savings Account(s), Money Market Account(s), and Checking Account at your proprietary ATM(s) or Star®, PLUS®, or CO-OP® ATMs;
3. Transfers from my Savings Account(s) and Money Market Account(s) to my Checking Account within the same account number at your proprietary ATM(s) (and some shared network

ATMs);

4. Loan payments made by cash, check, or by transfer of funds from my Savings Account(s), Money Market Account(s), or Checking Account(s) at your proprietary ATM(s) (and some shared network ATMs);
5. Advances on my Line of Credit Account at your proprietary ATM(s) only;
6. Advances on my VISA line up to my available Credit Limit using a VISA Credit Card at ATMs displaying the VISA® logo.
7. Balance inquiries at your proprietary ATM(s) and at CO-OP® Network ATMs;
8. You may offer additional services in the future and, if so, I will be notified of them.

Unless otherwise noted, the above services are generally available at ATMs on the Star®, PLUS®, and CO-OP® Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs.

**ATM Fees.** When I use an ATM not owned by you, I may be charged a fee by the ATM operator and/or any network used (and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer).

**Limitations on Frequency and Dollar Amount of Transactions.**

1. Withdrawals from most ATMs are limited to a maximum of \$600 in any 24-hour period. There are no limits on the number or amount of daily Point of Sale (POS) transactions you may make, provided that my account balance is sufficient to cover the transaction. Note, however, that withdrawal limitations may vary between networks and individual machines. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, in your sole discretion.
2. Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For example, the minimum withdrawal and increment amount at Shared Network machines is generally \$20.00.
3. For security reasons, in the event my ATM Card, VISA Check/Debit Card, or VISA Credit Card or the PIN is lost or stolen, there may be restrictions on transactions I can make on the ATM System.

**Overdraft to Line of Credit.** I understand that if I have an overdraft line of credit in conjunction with my Checking Account, then I may use that line of credit to fund any overdraft on my Checking Account, including overdrafts caused by ATM or POS terminal access. I understand that I may not otherwise use my ATM Card(s) or VISA Check/Debit Card to overdraw my Savings Account or Checking Account, or my Line of Credit, if applicable.

However, if I do overdraw, I authorize you to cover the overdraft as follows:

1. **Overdrawn Share Account:** You will withdraw funds from my Checking Account or make a cash advance from my Line of Credit Account, if any, or make a withdrawal from other accounts on which I am a joint owner.
2. **Overdrawn Checking Account:** You will make a cash advance from my Line of Credit Account, if any, or withdraw funds from my Savings Account or make a withdrawal from other accounts on which I am a joint owner.
3. **Overdrawn Line of Credit:** You will withdraw funds from my Savings Account, Money Market Account, or Checking Account, or other accounts on which I am a joint owner.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

**My ATM Card and/or VISA Debit Card.** Both an ATM Card and/or VISA Check/Debit Card and a Personal Identification Number (PIN) will be used each time I use an ATM. The following conditions must be observed for both the privacy and protection of my account and the system:

1. I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN.
4. IF I AUTHORIZE YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME.

**Safety at the ATM.** I understand that I should use caution at all times when using an ATM or POS terminal. Some precautions I can take are: avoid ATMs that are obstructed from view or unlit at night; observe the area for anything unusual or suspicious; when possible, bring a companion along, especially at night; lock my vehicle when I leave it; have my Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the machine; avoid counting my cash at the machine; lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up machine. If I feel unsafe for any reason, I should leave the area immediately. If someone follows me after using the ATM, I should quickly go to a safe area that is well populated and well lit. I should report any incident to the police as soon as possible.

**Personal Identification Number.** I agree to memorize my PIN and will not write it on the Card(s). If I forget the number, I may contact you and you will issue a duplicate at the charge set forth in your current Rate and Fee Schedule.

**Ownership of an ATM Card or VISA Check/Debit Card.** The Card(s) remains your property and I agree to surrender the Card(s) to you upon demand. You may cancel, modify, or restrict the use of any Card upon proper notice or without notice if my account is overdrawn, if you are aware that I have violated any term of this Disclosure and Agreement, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM or POS system. You also reserve the right to recall the Card(s) through retrieval by any of the ATMs.

**Making Electronic Fund Transactions.** I agree to follow the instructions posted or otherwise given by you or any ATM Network or POS terminal concerning use of the machines.

### **ADDITIONAL DISCLOSURES APPLICABLE TO ATM CARDS OR VISA CHECK/DEBIT CARDS WHEN USED FOR POINT OF SALE TRANSACTIONS**

**Types of Available Transactions and Limits on Transactions.** By use of my ATM Card or VISA Check/Debit Card, I authorize you to make withdrawals from my Checking Account for cash advances and/or purchases.

**Account Access.** I may use my Card to withdraw cash from my Checking Account by way of a cash advance from merchants, financial institutions, or others who honor the Card(s) and/or pay for purchases from merchants, financial institutions, and others who honor the Card(s).

I understand that some participating merchants (such as hotels, car rental companies, restaurants, or gas stations) may initiate electronic notices seeking validation of the Card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. You may place a hold against my Checking Account for the anticipated amount. The hold may remain in effect from the time the notice is received by you up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from my Checking account.

**Limitations on Frequency and Dollar Amounts of Transactions.** I may make cash advances and purchases only to the extent that I have available funds in my Checking Account plus available funds in my designated overdraft sources. Purchase transactions with a Visa Check/Debit Card are limited to \$2,500.00 each 24-hours, provided that my account balance is sufficient to cover the transaction or I have opted-in to the Credit Union's Check Assure Program authorizing the Credit Union to overdraw my account for one-time debit card POS transactions. For security reasons, there may be limits on the number of these transactions that may be authorized.

**Returns and Adjustments (VISA Check/Debit Cards).** Merchants and others who honor VISA Check/Debit Cards may give

credit for returns or adjustments, and they will do so by sending you a credit slip that you will post to my Checking Account.

**Foreign Transactions (VISA Check/Debit Cards).** Purchases, cash advances, and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus a Foreign Transactions Fee of one percent (1.00%) of the transaction. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the difference.

Purchases, cash advances, and credits in U.S. dollars made outside the United States may be charged a Multiple Currency Fee of point eight percent (0.8%) of the transaction.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO CREDIT UNION SERVICE CENTERS**

I may use the network of Credit Union Service Centers (CUSC) throughout the United States to perform the following transactions:

##### **Types of Available Transactions:**

- a. Make deposits and withdrawals from my Accounts.
- b. Make loan payments or obtain advances on my Line of Credit Account.
- c. Make balance inquiries.
- d. Obtain statement printouts.
- e. Purchase traveler's checks.
- f. Purchase money orders.
- g. Submit a request for an ATM Card.
- h. Provide change of address notification.
- i. Obtain VISA cash advances.
- j. Wire funds.
- k. Transfer funds within your accounts at the Credit Union.
- l. Order checks.

**Limitations on Transactions.** I must have my account number and proper identification. The maximum cash withdrawal is \$500 per day. Funds deposited at Credit Union Service Centers may not be available for immediate withdrawal. Check hold periods are the same as for similar checks deposited at a First Financial Credit Union proprietary branch. Check holds cannot be removed by a Credit Union Service Center.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS**

If I have authorized a one-time transfer of funds from my account via ACH where I have provided a paper check or check information to a merchant or other payee in person or by telephone to capture the routing, account, and serial numbers to electronically initiate the

transfer (an "Electronic Check Transaction"), the following applies to me:

**Types of Available Transactions.** I may authorize a merchant or other payee to make a one-time Electronic Check Transaction from my Checking Account using information from my check to (1) pay for purchases or (2) pay bills. I may also authorize a merchant or other payee to debit my Checking Account for returned check fees or returned debit entry fees.

I may make such a payment via ACH where I have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or I have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.

**Account Access.** Electronic Check Transactions may be made from my Checking Account only.

**Limitations on Dollar Amounts of Transactions.** I may make Electronic Check Transactions only to the extent that I have available clear funds in my Checking Accounts plus available funds in my designated overdraft sources.

**Overdraft to Line of Credit.** I understand that if I have an overdraft Line of Credit Account in conjunction with my Checking Account, then I may use that Line of Credit to fund any overdraft on my Checking Account, including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraw my Checking Account or my Line of Credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft on my Checking Account by making a cash advance from my Line of Credit Account, if any, or withdraw funds from my Savings Account(s) or Money Market Account(s) or make a withdrawal from other accounts on which I am a joint owner.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

**Remotely-Created Checks.** If the Electronic Check 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.

## **ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, POINT OF SALE TRANSACTIONS, CALL 24 AUDIO RESPONSE TELEPHONE BANKING TRANSACTIONS, ONLINE BANKING TRANSACTIONS, AND ELECTRONIC CHECK TRANSACTIONS**

### **Right to Receive Documentation of Transactions.**

1. **Transaction Receipt.** I will receive a receipt at the time I make any transfer to or from my Account using one of the ATMs or when I make a purchase using a POS terminal. I should retain this receipt to compare with my statement from you.
2. **Periodic Statement.** I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which I have accessed using an Electronic Check Transaction, the ATMs, POS terminals, Call 24 Audio Response System, or Online Banking, which will show the calendar date that I initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. I will get a statement at least quarterly.
3. **Online Banking Transaction.** I may print a record of any individual transaction conducted through the Service at any time after the transaction is completed. I may also subsequently contact you to request a paper receipt for any such transaction provided it is no more than three (3) months old. A fee may be charged for such paper copy, subject to your Rate and Fee Schedule.

**My Liability for Unauthorized Transactions and Advisability of Prompt Reporting.** I must tell you AT ONCE if I believe my checks, ATM Card, VISA Check/Debit Card, VISA Credit Card, or my Call 24 Audio Response System, Online Banking, ATM Card, VISA Check/Debit Card, or VISA Credit Card PIN (collectively "check(s), Card(s) and/or PIN(s)") has been lost or stolen or if I believe that an electronic fund transfer has been made without my permission using information from my check. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft line of credit). However, if I believe my check(s), Card(s) and/or PIN(s) has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my check(s) (in an Electronic Check Transaction), my Card(s), and/or PIN(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my check(s), Card(s), and/or PIN(s) and you can prove you could have stopped someone from using my check(s), in an Electronic Check Transaction, and/or my Card(s) and/or PIN(s) without my permission if I had told you, I could lose as much as \$500.00.

If I am using a VISA consumer card, including credit or debit card, for transactions that take place on the VISA network system, I understand that VISA Operating Rules and Regulations provide for



\$0 liability for losses from unauthorized (fraudulent) activity. This does not apply to VISA commercial cards or ATM transactions using a PIN.

Also, if my statement shows transfers that I did not make, including those made by Card, PIN, or other means, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

If I can document a good reason (such as a long trip or hospital stay) kept me from telling you, you will extend the time period.

**Telephone Number and Address to be Notified in Event of an Unauthorized Transaction.** If I believe my Card(s), PIN(s), or check(s) has been lost or stolen or that someone will or may use it to transfer money from my account(s) without my permission, I must telephone you at: (800) 537-8491, or write you at First Financial Credit Union, P.O. Box 90, West Covina, CA 91793.

I should also call the number or write to the address listed above if I believe a transfer has been made using the information from my check without my permission.

**Regulation “D” Restrictions on Electronic Funds Transfers.** Any combination of pre-authorized, automatic, or telephone withdrawals or transfers from Savings Accounts and Money Market Accounts are limited to no more than six (6) transfers in each statement period.

However, I may make an unlimited number of withdrawals from or transfers among my own Savings Accounts or Money Market Accounts by mail, messenger, or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my Savings Accounts or Money Market Accounts through the Credit Union’s Call 24 Audio Response System, Online Banking System, or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

**Verification.** All transactions affected by use of the ATMs, POS terminals, Electronic Check Transaction, Call 24 Audio Response System, Online Banking, or other electronic transaction contemplated hereunder which would otherwise require my “wet” signature, or other authorization, shall be valid and effective as if “wet” signed by me when accomplished by use of an Electronic Check Transaction, Card(s), and/or PIN(s) or as otherwise authorized under this Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your “Delayed Funds Availability Policy.”

Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name, my member number, and where I want my deposit to go. If I make a deposit to my Checking Account with you, the Checking Account deposit slip should be included.





