



3650 E Ashlan Ave Fresno, CA 93726 • (559) 227-8329 • (800) 446-8329

Master Account Agreement & Disclosures

Effective: 04/01/2018

**This document contains important legal information, disclosures and terms you should know.
Please retain this document for your records**

UNITED LOCAL CREDIT UNION
MEMBER DEPOSIT ACCOUNT AGREEMENT

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Disclosures for services such as Online Banking, Mobile Banking, E-Statements, Remote Deposits, Wires and other applicable services will be available at the time the service is initiated, or may be requested anytime by going online at www.unitedlocal.org, by calling (559) 227-8329 or by visiting a local branch.

WELCOME TO UNITED LOCAL CREDIT UNION

Thank you for opening your account with United Local Credit Union. We look forward to serving you.

ABOUT THIS AGREEMENT

This Member Deposit Account Agreement (hereinafter referred to as “Agreement”), is the contract that governs your account. In this Agreement, the words YOU, YOUR and YOURS mean each and all of those (whether one or more persons) who are subject to this Agreement as a result of signing a signature card for one or more deposit accounts with us. The words WE, US, OUR and CREDIT UNION mean UNITED LOCAL CREDIT UNION. The terms, conditions and information contained in the signature card are by this reference hereby incorporated in their entirety into this Agreement and become an integral part of this Agreement. This Agreement governs your accounts with us and related services, and replaces all prior agreements with the Credit Union regarding them. By signing the Credit Union’s signature card for your account or using your account or any service we provide, you and anyone else identified as an owner of the account agree to the terms in this Agreement.

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

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

WHAT THIS MEANS FOR YOU

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

PART I: DEFINITIONS

IMPORTANT TERMS WE USE THROUGHOUT THIS AGREEMENT

Account or accounts: Any deposit account, such as a savings or checking account, you have with us that is covered by this Agreement.

ACH (Automated Clearing House): An electronic deposit to, or withdrawal from, your account that we receive or send through the automated clearing house network. Examples include a direct deposit of payroll and a one-time or recurring payment to a utility company.

APY: Annual percentage yield.

ATM (Automated Teller Machine): An electronic device that provides many of the same services as a teller, including withdrawals and deposits. An ATM may be described a couple of different ways in this Agreement. A proprietary ATM means an ATM that is owned and operated by United Local Credit Union. A non-proprietary ATM means an ATM that is not owned or operated by United Local Credit Union.

Business day: Every day except Saturdays, Sundays and federal holidays.

Card: The ATM card or Visa debit card issued to you or your joint account owner(s) by the Credit Union.

Check: A written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. If a check is sent or returned as an electronic image or as a substitute check, it is still considered a check.

Debit card transaction: Any purchase or bill payment using your United Local Credit Union Visa debit card. A debit card transaction may be either a one-time (non-repeating) purchase transaction or a repeating payment, such as a monthly bill.

Direct deposit: An automatic electronic deposit made through the ACH network to your account by someone else, such as an employer issuing payroll or a government agency paying benefits (for example, Social Security benefits).

Electronic fund transfer or EFT: Any electronic funds transfer other than by check or other paper instrument that is initiated through an electronic terminal, telephone, computer, magnetic tape or other communication device for the purpose of providing cash, debiting, crediting, transferring or inquiring on an account.

Item: Any check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge or other amount that is added to or subtracted from your balance.

Overdraft or Overdrawn: A negative account balance, or the amount by which all the items presented to us on a business day exceed the available balance.

PIN (Personal Identification Number): A four-digit personal identification number that you either select or request us to randomly generate and provide to you. A PIN enables you to conduct transactions via ATM card, Visa debit card, telephone banking, online banking, the Bill Payment Service and other electronic services we make available to you.

Point-of-Sale or POS: Transactions that directly debit (withdraw funds from) your checking account only, including your use of your Visa debit card.

PART II: ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration Agreement and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).** This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

Selection of Arbitrator. The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

Effective Date. This Arbitration Agreement is effective upon the 61st day after we provide it to you (“Effective Date”), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

Arbitration Proceedings. The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief. The Arbitrator’s award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator’s award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys’ fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys’ fees. However, if the Credit Union prevails, then you will not be required to pay its attorneys’ fees and costs.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

Severability. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

Right to Opt-Out. You have the right to opt-out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within 60 days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at United Local Credit Union, 3650 E Ashlan Ave Fresno, CA 93726 Attention: Compliance Officer within such 60-day time period. If you fail to opt-out within this 60-day time period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your accounts or your relationship with the Credit Union.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA’s website, www.adr.org, OR call AAA at (800) 778-7879.

PART III: GENERAL ACCOUNT TERMS

OPENING AND MAINTAINING ACCOUNTS

Becoming a Member

To become a member, you must deposit the par value of one (1) share in a Share (Savings) Account. The par value of a share in this Credit Union is \$5.00. If you fail to complete the purchase of one (1) share within 60 days of your admission to membership, or within 60 days from the increase in the par value in shares, or if you reduce your Share (Savings) Account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within 60 days of the reduction, you may be terminated from membership at the end of a dividend period.

Member in Good Standing Requirement

You must be and remain a member in good standing to maintain any account. Please refer to the part of this Agreement entitled *Member Conduct and Limitation of Services Policy* for additional information regarding what it means to be a member in good standing.

We will Verify your Identification when you Open an Account

As required by law, the identity of each person seeking to open an account (including joint owners) must be verified. The law requires that we also verify the identities of certain beneficial owners or controlling parties for accounts; you agree to provide us with any information we request regarding beneficial owners of accounts and certify their accuracy upon our request. We may deny membership, decline to open an account, or close an account if we are prohibited from doing so under applicable law or if we are unable to satisfactorily verify any account owner or beneficiary's identity.

We may Refuse to Open any Account or Follow your Instructions

We reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account.

We may refuse to follow any of your instructions, accept any deposit, or process any transaction, that in our sole judgment are illegal, fraudulent, inconsistent with our policies, conflict with industry standard banking practices, or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your, or what purports to be your, oral, written, or electronic instructions.

CLOSING YOUR ACCOUNT

Either you or we may close any of your account(s) at any time for any reason. If you would like to close any of your accounts with us, you must visit a local branch or make your request in writing. Written requests for account closures will be accepted via mail at 3650 E Ashlan Ave Fresno, CA 93726 or via fax at (559) 227-8432. We are not required to close your account at your request if you have any pending transactions, the account is overdrawn, or your account is subject to legal process (such as a garnishment, attachment, levy or similar order). In those cases, we will restrict your account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. After we restrict your account in preparation for closing it, we will not pay any additional dividends on the account.

If we close your account, we may send the collected balance on deposit in your account, less any fees, claims, setoffs or other amounts, by regular mail to your most recent address shown in our records. After your account is closed, we have no obligation to accept deposits or pay any outstanding checks. We will not be liable for refusing to honor any check drawn on a closed account. We have the right to inform consumer reporting agencies if we close any of your accounts for misuse, such as overdrafts.

We may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) you have reported fraud or forgery in connection with any of your accounts; (3) there is a dispute as to the ownership of the funds in your account; (4) any checks are lost or stolen; or (5) we deem it necessary in order to prevent a loss to us.

DEPOSITS

Non-Cash Deposits

All non-cash deposits will be credited to your account on the day of deposit, but are subject to final payment. Your right to withdraw the funds from check deposits or other items you deposit may be delayed for several days. You will be notified if

your right to withdraw funds will be delayed. Please refer to the *Funds Availability Policy* in this Agreement for further details.

Endorsements

An endorsement is a signature, stamp, or other mark made on a check to transfer the check to another person. All payees listed on a check must endorse the check that is deposited or cashed, and must be a joint owner on the account. All multiple party checks without proper endorsements are subject to being returned. Notwithstanding the foregoing, if you deposit a check without your endorsement, you authorize us to endorse it for you or treat the check as if we had endorsed it. If you deposit items which include the endorsement of more than one person who is not known to us or that requires endorsement of more than one payee, we may refuse the item or require all endorers to be present, have valid identification, or to have their endorsements guaranteed before we accept the item. Any deposited check that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it.

Endorsement Requirements

To help us ensure that checks you deposit will be processed in a timely manner, your endorsement (and any other endorsement supplied by a co-payee) must be in the 1½ inch area that starts on the right side as viewed from the back of the check. Payee information must not be on any other part of the back of the check. If you do not endorse your check properly and it causes us a loss, cost or expense, you have to pay that amount to us.

Deposit Records and Receipts

We may rely on the account number on any deposit slip or similar record we receive from you, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip. We are not required to adjust your account for discrepancies of \$1.00 or less. We may not adjust your account unless you notify us of the discrepancy within 60 days of the date of your periodic statement that reflects the deposit. If you do not notify us of the error during this notice period, the deposit amount will be considered final. This means that if the actual amount deposited was less than the amount stated on the deposit receipt, the difference will become your property, and if the actual amount deposited was more than the amount stated on the deposit receipt, the difference will become our property.

Our Right to Accept Deposits from Anyone

You authorize us to accept deposits to your account at any time, from any party, made in any manner, without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by you.

Our Right to Refuse Deposits

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We can reverse any amount we have credited to your account for a deposited check and send the check on a collection basis even after we have taken physical possession of the check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. If we refuse a deposit, we may take a check on a “collection basis,” which means we will not credit funds to your account until we have actually been paid for the check.

Direct Deposits

If we receive an electronic deposit to your account, the only notice you will receive from us is on your next periodic statement. You may login to online banking, mobile banking, use account alerts or call us to confirm that we have received a deposit. If the bank that sent an electronic deposit to your account tells us it was a mistake, or was intended for another member or account, we may deduct the amount from your account without investigating.

Depositing Remotely Created Checks

A remotely created check is created by the payee and not signed by the account holder. It states that the account holder authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows.

When You Can Withdraw Funds You have Deposited

Generally, for checking and savings accounts, you may withdraw funds the next business day after the business day you deposit them. But in some cases, you may not. Please refer to the *Funds Availability Policy* in this Agreement for details. You understand and agree that if funds from a deposit become available and you can withdraw them, that does not mean the check or other item you have deposited is “good,” has “cleared,” or has been paid by the paying bank. It is possible that the item will be returned unpaid after we have made the funds available to you and you have withdrawn them.

Transactions in a Foreign Currency

We are not required to accept for deposit checks that are drawn on a non-U.S. bank or payable in a foreign currency (each, a “non-U.S. item”). We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any credit made to your account and send the check on a collection basis even after we have taken physical possession of the check. Our *Funds Availability Policy* does not apply to any non-U.S. item, whether we accept it for deposit or on a collection basis, and we reserve the right to place longer holds on non-U.S. items. The actual amount you receive for non-U.S. items will be determined at the exchange rate for such items that is in effect when we are paid for the non-U.S. item. If a non-U.S. item is later returned for any reason, we will subtract the amount of the non-U.S. item and any charges from other banks from your account balance. We will use the applicable exchange rate in effect at the time of the return, which may be different from the exchange rate originally used for the deposit.

Our Right to Charge Back Deposited or Cashed Items

If you deposit or cash a check or other item and (1) the paying bank returns it to us unpaid; (2) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and debit the funds from your account. If a deposited or cashed item is returned, we will charge you a Returned C Fee, as set forth in the *Fee Schedule*. If we reasonably believe that any of the events in the previous sentence have occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may place an administrative hold on the funds until we determine who is entitled to them.

Our Responsibility for Collecting Deposits

In processing items you have deposited to your account, we act only as a collecting agent and we do not assume any responsibility beyond the exercise of ordinary care. Any deposit that we accept and credit to your account is provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to reverse any credit to your account for the amount of the deposit and impose a Returned Item Fee as set forth in the *Fee Schedule*. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an ATM that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any third party we use for the collection of items, including responsibility for lost items.

Deposits or Other Credits Made in Error

If a deposit or other credit is made in error to your account that you are not entitled to (whether by check, cash, ACH transfer, wire transfer or otherwise), you understand that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account, you agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit, and any costs and fees as stated in this Agreement and the *Fee Schedule*.

CHECKS, WITHDRAWALS, TRANSFERS AND OTHER ACCOUNT FEES

Withdrawals and Transfers from your Account

We may subtract from your account balance the amount of any check or other item that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation or information that is acceptable to us before allowing the transaction.

Our Right to Require Advance Notice of Withdrawals

We reserve the right to require you to give us up to seven (7) days' prior written notice of your intention to withdraw funds from any account except checking accounts.

Check Quality

We do not sell checks. As a convenience to you, we will submit your check order and any reorders for personalized checks ordered through us to our approved check vendor. If the check vendor accepts the order, the check vendor will mail the checks either directly to you or to you in care of us. You authorize us to charge your checking account for the cost of checks ordered through us, plus applicable sales tax and shipping costs at the fee set forth in the *Fee Schedule*. You are responsible for verifying the accuracy of all information shown on your checks, whether you order them through us or elsewhere. You agree to imprint only the names of joint account owners on your checks.

We are not responsible for losses or delays that result from improper printing on checks that you obtain through someone other than our approved check vendor. We may refuse to accept for deposit or to pay checks that we cannot process or image using our equipment.

Safeguarding Your Checks

You must take precaution in safeguarding your blank checks. You agree to notify us immediately by phone at (559) 227-8329 if you believe your checks have been lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.

Stop Payments

You, or any joint owner on the account, may request a stop payment of any check or ACH item(s) payable against your account, provided your request is timely. To stop payment on an item, you must give us an oral or written stop payment order by calling us at (559) 227-8329, in person at a branch or through our online banking system, www.unitedlocal.org. So that we can identify the item, you must provide us with the account number, check number, exact amount, check date, and name of payee. This information must be exact because stop payment orders are processed using automated means. We will not be liable for paying any item over a stop payment request if the request is incomplete or incorrect. A stop payment fee will be assessed for each stop payment as set forth in our *Fee Schedule*.

Both written and oral stop payment requests of checks will be valid for six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order is in effect. We are not obligated to notify you when a stop payment order will or has expired. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You agree to indemnify, defend, and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our action in stopping payment of any check pursuant to your request.

Both written and oral stop payment requests of ACH items will be valid for either 30 days or indefinitely, depending on the type of stop payment you request. You may request a one-time stop payment for a non-recurring item. If you wish to stop payment on a recurring ACH transactions, the stop payment may be in effect until you revoke it. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You agree to indemnify, defend, and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our action in stopping payment of any check pursuant to your request.

We are not liable if we pay an item which you have requested us to stop payment on as long as we act in good faith and exercise ordinary care. In any event, any damages that we might otherwise be liable for shall not exceed the amount of the involved check.

You understand and agree that you are not permitted to place a stop payment on a cashier's, teller (official) or certified check unless such check is lost, stolen or destroyed. In the event that you wish to stop payment of a lost, stolen or destroyed cashier's, teller (official) or certified check, you must sign and deliver to us a sworn statement, in a form we deem acceptable, that the check is lost, stolen or destroyed. After you place a stop payment, we are not required to refund the check amount or issue a replacement check until at least ninety (90) after the issue date. We are not required to refund the check amount or issue a replacement check if the check is presented for payment within ninety (90) days after the issue date. In our sole discretion, however, we may process your stop payment request sooner. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our attempt to, or stopping payment on, such cashier's, teller or certified check.

Refer to the part of this Agreement entitled *Electronic Services Agreement and Disclosure* for information how to place a stop payment on recurring electronic payments.

Automated Check Processing

You understand and agree that we use automated means to process checks and other items deposited to your account. This means that we do not manually inspect every item to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check or item which contains your account number, amount of check and check number. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. If we return a check because we believe it does not match your signature on file with us, we are not liable to you even if you authorized the check. If the numeric amount on a check does not match the amount written out in words, we may select either one when paying it. We have no duty to prevent a check from being presented more than once.

Conditional Checks

Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or conditions on checks (e.g., "Void after 6 months," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, we have no duty to discover, observe or comply with such checks. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. If we pay a conditional check or item, the conditions do not apply to us.

Post-Dated and Stale-Dated Checks

You authorize us to accept and pay any check without regard to the date of the check. You understand that post-dating a check will have no effect on whether or not it is honored prior to or after the date of any such check. In addition, we are under no obligation to pay a check which is presented more than six (6) months after its date (a stale-dated check). We are not required to identify post-dated or stale-dated checks or get your permission to pay them. We may pay or refuse to pay any post-dated or stale-dated check or other item presented for payment on your account without any liability.

Multiple Signatures

We are not required to comply with any multiple-signature requirement, either on personal or business accounts, even if your signature card specifies that multiple signatures are required, or you have otherwise instructed us to do so. A multiple-signature requirement is for your internal control purposes only.

Facsimile Signatures

We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.

How to Obtain Copies of Paid Checks

Paid checks remain the property of the Credit Union upon payment and are not returned to you with periodic statements. Checks are imaged on both sides and stored for seven (7) years from date of posting. You may request, and we will provide you with a copy of a requested item within a reasonable time. Copies will be subject to an assessment of a fee as set forth in our *Fee Schedule*. Imaged checks are also available to you at no cost on our online banking system.

Death or Incompetence of Account Owner

You must notify us immediately if any account owner dies or is declared incompetent by a court. We may act as if all owners are alive and competent until we receive notice otherwise. Even with notice, we may for ten (10) days after the date of death or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account

After we receive notice of death or incompetence, we may place an administrative hold on your account balances, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If an account owner authorizes any transaction, but it is not presented for payment until after that owner dies, we are authorized to pay the transaction.

If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one account to a debt associated with another account) against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a payable on death payee or a beneficiary has rights to the account. Please refer to the section below entitled “Other Legal Terms” for more information regarding our right of setoff.

Account Fees

You agree to pay all fees applicable to your account. All accounts are subject to our *Fee Schedule*, which accompanies this Agreement and is incorporated by this reference. We will debit such fees against any account you own (including accounts on which you are a joint owner) without prior notice to you, even if the assessment of the fee causes your account to be overdrawn.

Large Cash Withdrawals

For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. We may place reasonable restrictions on when and how you make any large cash withdrawal. Arrangements for large cash withdrawals may be made with the Branch Manager at the branch location of our choice. Large cash withdrawal requests may require up to seven (7) business days advance notice to process. You understand and agree that you will be responsible for all fees that may be assessed by a third party or the Credit Union in connection with your request (e.g. cash delivery charges). In addition, we may also require that you sign a form releasing us from any liability if you are robbed or assaulted. We may refuse the withdrawal request if you do not agree with these conditions.

PERIODIC STATEMENTS AND OTHER ACCOUNT-RELATED INFORMATION WE SEND TO YOU

Periodic Statements

We will send you a periodic statement for checking and savings accounts on a monthly basis. If your account has had no activity during the statement period, other than the payment of dividends, we may only send a periodic statement to you on a quarterly basis. A “statement period” means the period covered by your periodic statement. If you receive a periodic statement monthly, the monthly statement period may or may not be a calendar month, but in most cases, it will not be more than 31 days or less than 28 days. The specific dates covered by your periodic statement will be detailed on your statement.

Account-Related Information

Except as expressly provided otherwise in this Agreement, we will mail or send electronically to you, your periodic statements, notices and other information regarding your account (collectively “account-related information”) to the postal or electronic address of the account owner as reflected in our records for your account. We will send account-related information only to one account owner, even if the account has more than one owner. Mailed account-related information

will be sent via standard U.S. mail, and will be deemed to have been delivered the second business day following the day it was mailed. Account-related information made available electronically will be deemed to have been delivered when we make it available to you. If two or more account-related information documents are returned, or, in the case of online statement email notifications the email notice is returned undeliverable, we may classify your account as “inactive.” This means we may discontinue sending and may destroy account-related information sent to you until you provide a valid postal or electronic address to us.

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

Your Duty to Examine Your Periodic Statements and Report Errors

You agree to exercise reasonable care and promptness in examining your periodic statements. You must promptly notify us of, and reimburse us for, any erroneous credit to your account. In addition, you must notify us within sixty (60) days after we mail or otherwise make statements available to you (for example, e-statements) if:

- An item that you did not authorize or that is altered is listed on the statement;
- Your periodic statement contains any errors; or
- You did not receive your scheduled periodic statement.

For purposes of this Agreement, an unauthorized transaction is a transaction that was not authorized by you, including but not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, an alteration, or otherwise a transaction that was not authorized by you. You must provide us with all information we need to investigate the alleged error or item. You must also file any police reports and provide any supporting affidavits we reasonably request.

If you do not comply with the above requirements, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the item or errors. In addition, if you fail to notify us of any unauthorized item within thirty (30) days after we mail, or in any other way make available, a periodic statement that lists an unauthorized transaction, we are not required to reimburse you for unauthorized transactions by the same person that we pay after that time. These notification obligations do not apply to electronic fund transfers covered in the section of this Agreement entitled *Electronic Services Disclosures*.

RESTRICTING YOUR ACCOUNT

Disputes Regarding Your Account

If we receive conflicting instructions or a dispute arises between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to joint owners, payees, trust account beneficiaries, or a payable-on-death account, we may take any action described in the next section or we may deposit funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability to you and without advance notice.

Restricting Your Account; Blocking or Delaying Transactions

There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your

account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending investigation, including in one or more of the following circumstances:

- Your account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control or activity;
- We suspect that you may be the victim of fraud, a scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any federal or state law or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws;
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.

FORMS OF ACCOUNT OWNERSHIP

General

We may rely solely on our records to determine the form of ownership of your account. Ownership of your account is determined by the most current signature card. A different form of ownership may be established by executing a new signature card and a new account number will be assigned. We may presume that any person named in addition to you in our records for your account owns the funds in your account with you as a joint owner, unless our records indicate that the person has some other relationship to the account. We may also recognize the signature of anyone who signed a signature card as authorized to transact on that account.

The following rules apply to your account depending on the form of ownership and beneficiary designation, if any, specified on our account records. We reserve the right to refuse some forms of ownership on any account. We may also refuse to open an account for any reason. We make no representations as to the appropriateness or effect of the ownership and beneficiary designation, except as they determine to whom we pay the account funds. You may open an account either by yourself, which we refer to as an “individual account,” or with another person or persons, which we refer to as a “joint account.”

Individual Account

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

Joint Account

A joint account is an account owned by two or more persons. Upon the death of any owner, ownership of the account passes to the surviving joint owner(s) named on the signature card. All joint owners agree with each other and with us that all amounts now paid in or hereafter paid in by any one or all account owner(s), including all dividends, if any, are and will be owned by all account owner(s) jointly and equally regardless of their net contributions, with a right of survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). The right of survivorship cannot be changed by will. We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any amounts withdrawn from the account for the purpose of establishing net contributions.

Being a joint owner of a member’s account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members. However, any non-member joint owner who uses an account, requests or uses a service and signs a signature card, agrees to the terms, responsibilities and accompanying liabilities of this Agreement.

Unless otherwise agreed to in writing between you and us, each joint owner, without the consent of any other joint owner, may conduct any transaction permitted under this Agreement, including without limitation:

- Withdraw all or any part of the account funds;
- Pledge the account funds as collateral to us for any obligation, whether that of one or more joint owners;
- Endorse and deposit checks and other items payable to any joint owner;
- Give stop payment orders on any check or item, whether drawn by that joint owner, or not;
- Consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or non-recurring (one-time) debit card transactions under the Courtesy Pay Service; and
- Close the account, with the disbursement of account proceeds as instructed by the joint owner.

While any owner may close a joint account and/or change or add a service acting alone, we may require all joint owners to consent in writing to the addition or removal of any owner to or from the account. All owners agree that we have no duty to notify the owners of the account of any transaction, change, addition or closure of an account or service by any owner acting alone.

All account owners, jointly and severally, are liable for all transactions, changes, additions or closure of an account or service, and for any charges, fees, losses or liabilities incurred for any transaction, change, addition or closure of an account or service regardless of which owner conducted or benefited from the transaction, change, addition or closure. Each joint owner is jointly and severally responsible for paying any overdrafts created by any account owner whether or not the account owner participated in the transaction or benefitted from its proceeds. If any owner owes us money for any reason, we may enforce our right of setoff against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.

Payable-on-Death Account

If you establish your account as payable-on-death (POD) to one or more beneficiaries, the account is a POD account. A POD account designation is an instruction to the Credit Union that the account is payable to the owner or owners during their lifetime, and upon the death of the last account owner, payable first to us to the extent of any outstanding matured or unmatured debts owed to us by you, and second, to your designated POD beneficiary or beneficiaries.

Any POD designation will not apply to Individual Retirement Accounts (IRAs) which will be governed by a separate beneficiary designation. The Credit Union does not have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account. You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a POD beneficiary on your account(s). If a POD beneficiary on the account dies before you, it is your responsibility to notify us and change the account accordingly.

Rights at Death

- **Individual Account without POD Designation.** Upon your death, the funds in the account will go to your estate and can be claimed by your legal representative or claimant subject to the terms of this Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.
- **Individual Account with POD Designation.** Upon your death, the POD beneficiary will be entitled to the funds in the account, subject to the terms of this Agreement, upon proof of your death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) percentage, as designated by you and will own those funds without right of survivorship.
- **Joint Account without POD Designation.** When one owner dies, the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this Agreement. Upon the death of the final owner the funds in the account belong to that owner's estate and can be claimed by that owner's legal representative or claimant subject to the terms of this Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.

- **Joint Account with POD Designation.** Upon the final owner's death, the POD beneficiary will be entitled to the funds in the account, subject to the terms of this Agreement, upon proof of death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) percentage, as designated by you and will own those funds without right of survivorship.

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

Power of Attorney

A power of attorney ("POA") is a document you sign that authorizes someone else, called an attorney-in-fact or agent (we will use the term "agent" in this section), to act on your behalf. If you sign a POA, the agent can sign on your behalf and generally do anything you could do regarding the account, including withdrawing all of the money in the account. Do not sign a POA unless you trust the agent to act in your best interest.

If you choose to appoint an agent to act on your behalf pursuant to a POA, we may rely on the agent's instructions and we will have no liability or responsibility to verify the transactions. The POA must be properly executed, facially valid under California law and the form of appointment must be acceptable to us. In accordance with the terms of the POA, the agent you designate to act on your behalf will be authorized to transact business on your account(s). Notwithstanding the foregoing, we reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA.

You further agree that unless prohibited by law, we may refuse, with or without cause, to accept or otherwise act under a POA, which you grant to others. If we choose to accept the POA, you understand and agree that we may act under the terms of such POA and to the extent permitted by law, revocation of the POA will not become effective until we have received written notification thereof. You agree to indemnify and hold us harmless for any claims that may arise against us because of our reliance on a POA. We are not liable for any transactions by an agent for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the agent, or you are adjudicated incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

Trust Accounts

This type of account is established by a trustee in connection with a separate written trust document. In your capacity as a trustee, you may open an account to hold the funds of your trust and be named as trustee on our trust account signature card. You acknowledge that the account is governed by the terms and conditions in this Agreement and by the terms and conditions set forth in the trust account signature card that you will be asked to sign when the account is opened.

A person named as a trustee on the trust account signature card has the same rights, responsibilities and liabilities as an owner of an account under this Agreement to open, change, add or close an account or service. Each trustee understands that any trustee acting alone may make changes to the account, transact on the account, and/or close the account, and that his or her signature on the trust account signature card, or continued use of an account or service, confirms his or her agreement to any later change, addition or closure of an account and/or service by any other trustee on the account. While any trustee may change, add to or close the account and/or a service acting alone, we may require all trustees to consent in writing to the addition or removal of any trustee to or from the account. All trustees agree that we have no duty to notify the trustees of the account of any transaction, change, addition to or closure of an account or service by any trustee acting alone.

We may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account. We are not required to know, understand, interpret, or enforce the terms of your written trust document.

Representative Payee Accounts

If you open an account as a “representative payee” for someone who receives Social Security payments, you agree not to permit any deposits to the account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the account are for the support of the person for whose benefit the funds are paid. This person is called the beneficiary. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the account. If the Social Security Administration demands that we return deposits made after the beneficiary’s death and the account does not have enough funds to pay the demand, we may take the funds from any account you or the beneficiary owns.

Other Fiduciary Accounts

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. A fiduciary account may be opened and maintained by a person or persons named as a trustee under a written trust agreement or as an executor, administrator, conservator, or guardian under court orders. We reserve the right to require any documents we reasonably request to satisfy us that you are authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. Funds in a fiduciary account may not be pledged as security for any loan.

If the account is opened as a court-ordered blocked account, you understand and agree that you will file with the court appropriate documentation confirming an agreement with us that the funds in the account, including any dividends, may not be withdrawn or pledged except upon court order.

OTHER LEGAL TERMS

Waiver

Our delay in enforcing any of the terms and conditions of this Agreement will not prohibit us from enforcing such terms and conditions at a later date.

Changes to this Agreement

We reserve the right to change the terms of this Agreement, including any fees and features of your account, at any time. We will notify you about changes if required by applicable law. We may direct you to www.unitedlocal.org for the content of any changes or the revised Agreement unless the law requires a different method. You agree that notice of any changes may be provided to any joint owner. By maintaining your account after the effective date of any change, you agree to the change.

Termination

We may close your accounts at any time upon reasonable notice to you and forward the account balance personally or by mail to the address we have in our records. We reserve the right to close any of your accounts if you misuse your accounts (such as repeated items returned due to non-sufficient funds or you consistently overdraw your account) or abuse of your membership privileges. We may return deposits and payments, and other items that we receive after your account is closed, without liability to you. Please refer to the part of this Agreement entitled *Member Conduct and Limitation of Services Policy*, for additional information regarding when we may limit your access to member services.

Electronic Records

You acknowledge and agree that we may, at our option, create and retain electronic copies of original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned and stored images of records will have the same effect as the original records.

Claim of Unauthorized Transaction

We agree to investigate any transaction you have reported to us as unauthorized (a “claim of unauthorized transaction”). You agree to:

- Submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction (in an affidavit form approved by us, if so requested);
- File a police report;
- Complete and return to us any documents requested of you; and
- In all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction.

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

Telephone and Electronic Communications

You agree that your telephone communications with us may be monitored and recorded to improve member service and security. When you give us your mobile number, we have your permission to contact you at that number about all of your Credit Union accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing (sales) calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us at any time to revoke your consent. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts related to your accounts to that address.

Financial Abuse of Elders or Dependent Care Adults

You understand that we are required by law to report cases of actual or suspected financial abuse of elders or dependent care adults to local authorities. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse, we have the right to restrict access to the account, refuse to complete transactions on the account, or to take any other action that we deem appropriate under the circumstances.

Your Responsibility to Keep us Informed of your Contact Information

You are required to keep us informed of your current address. You agree to notify us promptly of any change of address or a legal name change. You may notify us in person, through online banking, at our office, or by sending a written and signed notice to United Local Credit Union, 3650 E Ashlan Ave Fresno, CA 93726. In the event that you fail to do this, a fee may be assessed to your account for the actual cost of a necessary locator service paid to a person or business normally engaged in providing such service and incurred in determining your address. This fee will be set forth in the *Fee Schedule*.

Inactive Accounts

If you do not conduct a transaction on your account (i.e., a withdrawal, deposit, or transfer to or from your account, other than an automated transaction) for a period of twelve (12) consecutive months, we may classify it as an “inactive” or “dormant” account. We will notify you in writing at your last known address if your account is classified as “inactive” or “dormant.” In addition, we may place an administrative hold on accounts classified as “inactive” or “dormant.” We may charge a monthly dormant account fee as set forth in the *Fee Schedule* until you initiate a transaction. Once you initiate a transaction, either in person or in writing, we will reactivate your account.

Unclaimed Accounts

Each state has laws that govern when accounts are considered abandoned or unclaimed, and when we are required to send a member’s funds in an abandoned or unclaimed account to the state. In the State of California, funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of three (3) years. Ask us if you want additional information about the period of time or type of activity that will prevent your account from being considered unclaimed. We may charge a fee for mailing you a notice regarding your unclaimed property and/or a service charge for money orders that are deemed abandoned as set forth in our *Fee Schedule*. To recover funds turned over to the state, you must file a claim with the state. Once funds are surrendered to the state, we no longer have any liability or responsibility with respect to the funds.

No Fiduciary Relationship

Our relationship with you concerning your account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between us and you.

Legal Process and Requests for Information

If we receive any legal process relating to you or your account, you authorize us to comply with it. “Legal process” means any document that appears to have the force of law that requires us to place an administrative hold on or pay out funds from your account, including a garnishment, attachment, tax levy, withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure or subpoena. You understand and agree that we must comply if we are served with any legal process relating to your account that we know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. You direct us not to contest any such notice of legal process and understand that we are under no obligation to notify you of the legal process and will not notify you if prohibited by law.

We may charge a Levy Fee as set forth in our *Fee Schedule*, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. You understand and agree that if a subpoena or legal process requires us to release information about an owner on an account, we must comply with such request and the information released pursuant to such subpoena or legal process may include information about other owners on the account, even if their information was not expressly requested by the subpoena or legal process. You agree to contact the third party that issued the subpoena or other legal process if you have questions about it and further agree to release us from liability and hold us harmless for our compliance with such legal process.

Safeguarding your Account Number and Access Devices

It is your responsibility to protect the account numbers and electronic access devices (e.g., a debit card) we provide you for your account(s). You agree not to disclose your account number(s) to anyone unless you are willing to give them full use of your money. If you disclose your account number(s) or provide your access device to another person (a family member or friend, for example) in connection with granting authority to that person to transact on your account, and that person then exceeds that authority, you are liable for the transactions. We are not responsible for any loss or damage which results from your negligence, including without limitation, your failure to adequately safeguard your account number, access devices or other personal information or means of access to your account.

Pledging Account Funds

Each account owner may pledge all or any part of the funds on deposit for any purpose to which we agree. Any pledge of funds in an account must first be satisfied before the rights of any joint account survivor or POD beneficiary becomes effective. For example, if one joint account owner pledge funds in an account for a loan and then dies, the surviving joint account owner does not have any right to the pledged funds until the debt has been satisfied, and such debt may be satisfied with the funds in the account.

Our Right of Setoff

We may, without prior notice and when permitted by law, exercise our right of setoff against any of the funds in any of your accounts against any debt (whether or not matured, due, payable, in default or accelerated) or obligation that you owe us, now or in the future. This right of setoff does not apply if prohibited by law. For example, we will not exercise our right of setoff: (1) against an Individual Retirement Account (IRA) or similar tax-deferred account, or (2) if the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest). We will not be liable for the dishonor of any check when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys’ fees) arising out of or relating to the exercise of our right of setoff. We will also have the right to place an administrative hold on such funds pending setoff. We may apply all funds in a joint account to satisfy a debt owed to us by any one or more of the joint owners. In addition, we may, after the death of any account owner, setoff against a joint account or an account with payable-on-death payees the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner’s death. Moreover, you knowingly consent and expressly agree that our right of setoff includes the setoff of government benefits

(such as Social Security and other public benefit funds) deposited in your account to the maximum extent permitted by applicable state and federal law.

Share Insurance

Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

Social Media

You understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources, and if you do, you understand and agree that there is no claim of privacy or privilege regarding information you share or information discernible from such use or sharing, and the use of such information by us does not violate your privacy or other rights.

Illegal Activities

You may not use any of your accounts with us to engage in any transaction that would constitute a crime under local, state or federal law, or in any illegal activity, including without limitation any "racketeering activity" as defined in 18 U.S.C. § 1961. If you use any of your accounts directly or indirectly in an unlawful manner, you understand that we may exercise any rights available to us, including, but not limited to, limiting your access to member services and/or closing your accounts with the Credit Union.

Assignment of Agreement

This Agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns. You may not assign, transfer or grant a security interest in your account to anyone other than us without our written consent. No assignment will be valid or binding on us.

Collections

You agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. If any legal action is required to enforce any provision of this Agreement or to collect money you owe, you agree to pay our collections costs, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing our rights under this Agreement.

Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

No Waiver

The Credit Union can delay enforcing any provision under this Agreement any number of times without losing its right to enforce them at a later date.

Permitted Time for Filing a Lawsuit or Commencing Arbitration

You must file any lawsuit or arbitration against us within one (1) year after the cause of action arises. This limit is in addition to limits on notice as a condition to making a claim.

Rules Governing Your Account

This Agreement, all accounts and services provided to you, and any dispute relating to those accounts and services are governed by federal law and, when not superseded by federal law, California law. Account transactions may also be subject to applicable clearinghouse rules and Federal Reserve rules and regulations.

Your Agreement to Indemnify Us

You agree to indemnify, defend, and hold us harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and

outside services fees) which we incur by acting in accordance with this Agreement or as a result of your failure to abide by its terms.

LIMITATION OF OUR LIABILITY

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES. IF WE FAIL TO (1) STOP PAYMENT ON AN ITEM; OR (2) PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION; OR (3) EXERCISE ORDINARY CARE IN HANDLING AN ITEM, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.

PART IV: TRUTH-IN-SAVINGS ACT DISCLOSURES

DIVIDEND INFORMATION

Payment of Dividends

The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, the California Credit Union 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. The dividend rate and APY may change at any time, as determined by the Credit Union's Board of Directors. Current rate information and minimum balance requirements to open and earn the APY are stated on the *Rate Schedule* accompanying this Agreement. You may also obtain current rate information by calling the Credit Union at (559) 227-8329 or visiting our website at www.unitedlocal.org.

Compounding and Crediting

Dividend compounding and crediting information for each type of dividend-bearing account is found below.

Accrual of Dividends on Non-Cash Deposits

Dividends will begin to accrue on the business day you deposit non-cash items (e.g., checks) to your account if deposited before the close of business.

SHARE (SAVINGS) ACCOUNT

Our Share (Savings) Account is our primary savings account which is required to be established by every member.

Rate Information

All share accounts are variable rate accounts. This means that all such rates are subject to change after the account is opened. The Credit Union reserves the right, at the discretion of our Board of Directors, to change the dividend rate and APY on all variable rate share accounts at the end of any dividend period, without prior notice. There is no limit to the amount or frequency of rate changes.

Dividend Crediting & Computation

Dividends will be compounded monthly and will be credited quarterly on the last day of the quarter. You will not receive accrued dividends on any funds you withdraw until after dividends are credited. Dividends not withdrawn are compounded quarterly. Dividends are calculated using the average daily balance method.

Minimum Balance Requirements

The minimum balance required to open this account is \$5.00. You must maintain a minimum average daily balance of \$50.00 in your account to obtain the disclosed APY.

Transaction Limitations

Federal law limits the number of withdrawals you may make from your savings accounts. During each statement period, you may make up to six (6) preauthorized, automatic, telephonic, audio response, online banking, or mobile banking transfers to another of your accounts or to the account of any other person or organization. No more than three (3) of the six (6) transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction. If you exceed these limitations in any statement period, we can refuse or reverse the transfer, reclassify or close your account, and charge a fee as stated in the *Fee Schedule*.

Transactions that are not covered by these limitations include: (1) transfers from your account to pay a loan with us; (2) transfers to your other accounts with us; (3) withdrawals (payments directly to you) from the account when such transfers or withdrawals are made by mail, messenger, ATM or in person; and/or (4) withdrawals made by telephone if a check is mailed directly to you.

Fees

There are no monthly service fees for this account.

HOLIDAY CLUB ACCOUNT

Rate Information

The rate listed in the Rate Schedule will be in effect until October 31 of each year. The dividend rate and APY will not change during the entire dividend period (November 1 of the current calendar year through October 31 of the following calendar year). Dividends are credited on October 31 of each calendar year and are available for withdrawal on November 1 of each calendar year.

Dividend Crediting & Computation

Dividends will be credited at the end of the dividend period. The Credit Union will not compound dividends during the entire dividend period. Dividends are calculated using the daily balance method, which applies a daily periodic rate to the principle balance of your account each day.

Minimum Balance Requirements

No minimum balance is required to open a holiday club account or to earn the disclosed APY.

Transaction Limitations

You may not make any withdrawals from this account during the dividend period. Any withdrawal prior to the dividend crediting date will result in account closure and any remaining funds will be transferred to your share (savings) account.

Fees

There are no monthly service fees for this account.

MONEY MARKET ACCOUNT

Rate Information

The dividend rate and APY may change monthly, as determined by the Credit Union's Board of Directors.

Dividend Crediting & Computation

If the daily balance on any day is less than \$2,500.00, then the rate for that day will be the share draft/checking rate. Dividend periods will begin on the first day of each calendar month and end on the last day of each calendar month. Dividends are compounded monthly and credited on the last day of the month. Dividends begin to accrue on the date of deposit. The

average daily balance is determined by adding the balance in the account for each day of the period and dividing that amount by the number of days in that period.

Minimum Balance Requirements

The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your account to obtain the disclosed APY.

Withdrawal Terms

Check writing privileges are available on Money Market accounts. Check withdrawals are limited to three (3) per month.

Transaction Limitations

Withdrawals or transfers out of your Money Market Account are limited by federal law. During each statement period, you may make up to six (6) preauthorized, automatic, telephonic, audio response, online banking, or mobile banking transfers to another of your accounts or to the account of any other person or organization. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction. If you exceed these limitations in any statement period, we can refuse or reverse the transfer, reclassify or close your account, and charge a fee as stated in the *Fee Schedule*.

Transactions that are not covered by these limitations include: (1) transfers from your account to pay a loan with us; (2) transfers to your other accounts with us; (3) withdrawals (payments directly to you) from the account when such transfers or withdrawals are made by mail, messenger, ATM or in person; and/or (4) withdrawals made by telephone if a check is mailed directly to you.

Fees

There are no monthly service fees for this account.

SHARE DRAFT (CHECKING) ACCOUNT

Rate Information

The dividend rate and APY may change monthly as determined by the Credit Union's Board of Directors. Dividends are compounded monthly and are credited at the end of the month.

Dividend Crediting & Computation

Dividend rates apply to each tier and are calculated monthly on the average daily balance. Balances below the minimum \$500.00 will not earn dividends. Dividends are credited monthly on the last day of the month.

Minimum Balance Requirements

The minimum balance required to open this account is \$0.00. You must maintain an average daily balance of \$500.00 in order to earn dividends for any dividend period.

Transaction Limitations

No transaction limitations apply to this account.

Additional Terms and Conditions

Share draft (checking) accounts are available to Credit Union members who are at least 18 years old. A minor member who is under age 18 but at least 16 years old may open a share draft (checking) account with the minors' member parent or legal guardian as joint owner.

If a deposited item is returned to us unpaid, that amount will be deducted from the share draft (checking) account.

We may terminate your share draft (checking) account if you:

- Fails to maintain sufficient funds in the account, regular share (savings) account and/or overdraft protection loan account to pay drafts.
- Fail to maintain your overdraft protection loan account and all loan accounts in current status.
- File for bankruptcy.
- Have drafts returned for non-sufficient funds (NSF).
- Fail to abide by the terms and conditions in this Agreement.
- If the account remains negative for more than 30 consecutive days.
- Engage in the act of kiting between another financial institution and/or another account with the Credit Union

Fees

There are no monthly service fees for this account.

BUSINESS SHARE DRAFT (CHECKING) ACCOUNT

Business share draft (checking) accounts are available to Credit Union members who own businesses as sole proprietors, and to partnerships whose partners are all members of the Credit Union. A business share draft (checking) account may also be established on behalf of unincorporated associations of members of the Credit Union, such as a bowling league. No dividends are paid on business share draft (checking) accounts. Fees, and the terms and conditions of our business share draft (checking) accounts are the same as those for our personal share draft (checking) accounts. The Credit Union reserves the right to suspend the opening of business share draft (checking) accounts at any time

Fees

A monthly service fee applies to this account. Please refer to our *Fee Schedule*.

CERTIFICATE ACCOUNTS

Rate Information

The dividend rate and APY for Certificate accounts is subject to change on a monthly basis, as determined by the Credit Union's Board of Directors. After opening a Certificate account, the dividend rate will be paid until maturity.

Compounding and Crediting

Dividends will be compounded monthly and will be credited monthly and at maturity. At your option, dividends can be credited back to the certificate, paid by check, or credited to another Credit Union deposit account.

Minimum Balance Requirements

The minimum balance required to open this account is \$2,000.00.

All conditions, terms, rates and computation information will be contained in the Certificate Agreement that will be provide to you at the time the certificate is opened.

RETIREMENT ACCOUNTS

General

We offer IRAs to encourage our members to save for their retirement years. For current dividend rates and corresponding APYs, refer to the *Rate Schedule* that accompanies this Agreement and is hereby incorporated herein by this reference. An

IRA is subject to the terms and conditions of this Agreement, as well as the terms and conditions set forth in the Credit Union IRA Custodial Agreement, and applicable federal tax laws. When you open your IRA, the Credit Union IRA Custodial Agreement and related disclosures will be provided to you in accordance with applicable law.

We cannot and will not advise you on any legal and/or tax related matters nor can we advise you as to whether or not you are qualified to participate in the plan. Such advice should be obtained from a qualified attorney, CPA or tax professional. We will, however, be happy to discuss our services with you and provide you with all applicable details thereof.

Minimum Balance Requirements

No minimum balance is required to open an IRA or to earn the disclosed APY.

You may not pledge any of the funds on deposit in an IRA as security for any loan(s).

PART V: OVERDRAFT PROTECTION PROGRAMS

GENERAL

The Credit Union offers two kinds of services that allow for payment of your transactions, even when your account's available balance (defined below) is insufficient to pay the transaction(s): (1) our optional overdraft protection plans, as described in the "Optional Overdraft Protection Plans" section below; and (2) our Courtesy Pay Service as described in the "Courtesy Pay Service Agreement" below. You can elect to opt-out of either or both of these services at any time, which may result in your transactions being denied for nonsufficient funds ("NSF") if your account's available balance is insufficient to pay for your transaction.

While we provide these services for your convenience and as a way to help you avoid NSF transactions and associated fees, you are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a transaction.

Some transactions that can result in an overdraft in your checking account include, but are not limited to: (1) the payment of checks, electronic fund transfers, telephone-initiated transfers, preauthorized payments under our Bill Pay service, ATM withdrawals, teller withdrawals, or other withdrawal requests authorized by you; (2) the return (unpaid) of items deposited by you; (3) the assessment of service charges by us; or (4) the deposit of items that are treated as not yet "available" according to our Funds Availability Policy.

PAYMENT OF OVERDRAFTS

We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue doing so in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay any overdrafts on your account whether you created them or not. We may close, without notice, any account with excessive NSF activity, and report the account to a consumer reporting agency.

We assess a fee for each item that we either pay, which results in an overdraft, or do not pay, which would have resulted in an overdraft had we paid it. The fees that we may assess are as follows:

- If we pay an item under our Courtesy Pay Service, we will charge a Courtesy Pay Fee of \$25.00
- If we return an item, we will charge an NSF Fee of \$25.00.

Refer to the *Fee Schedule* for a listing of fees, which is updated periodically.

We recommend that you enroll in one of the optional overdraft protection plans described below, which can help you avoid overdrafts and returned items. While fees apply when you use an optional overdraft protection plan, they are less expensive

than Courtesy Pay Fees and NSF Fees. Refer to the “Optional Overdraft Protection Plans” section below for more information.

YOUR CHECKING ACCOUNT BALANCE

Your checking account has two kinds of balances: the actual balance and the available balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered “available” for transactions on your account. The actual balance is also referred to as: (1) your Balance on Credit Union ATM screens, (2) your Actual Balance in Online Banking and Mobile Banking, and (c) your Balance when you use our automated telephone banking system. Your actual balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending or pending deposits that are subject to holds under our Funds Availability Policy. While the term “actual balance” may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your actual balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you have an actual balance of \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you use your debit card at a restaurant to buy lunch for \$20, the merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requests preauthorization in the amount of \$20, we will place a “hold” on your account for \$20 (referred to as an “authorization hold”). Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant’s preauthorization request that resulted in an authorization hold on \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and your actual balance will be reduced by the amount of the posted transaction.

We use your available balance to determine whether your account is overdrawn and whether Courtesy Pay Fees will be assessed. Your account is considered overdrawn when the available balance in your account is negative (less than \$0). The following example illustrates how this works:

Assume your actual and available balance are both \$50, and you use your debit card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in your account, so your available balance is only \$30. Your actual balance would remain \$50. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 clears. Because your available balance is only \$30 (due to the authorization hold of \$20), your account will be overdrawn by \$10, even though your actual balance is \$50. In this case, if we pay the \$40 check under the Courtesy Pay Service, we will charge you a Courtesy Pay Fee of \$25.00, which will be deducted from your account, further increasing the overdrawn amount.

YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE. Due to the fact that your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

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

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

HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT

There are basically two types of transactions in your account: credits (adding funds to your account) or debits (subtracting funds from your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Each business day, we post transactions during our nightly processing. Generally, we first post deposits or incoming transfers received before the deposit cutoff time that day. We then post withdrawals (such as ATM, debit card or check transactions) that have been received for payment from your account. We pay some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

The order in which items are posted to your account will depend on a number of factors. For example, in connection with our item posting process, we reserve the right to: (i) establish different categories of items, (ii) establish a posting order for each category of item(s), (iii) establish different posting orders for items within each category, and (iv) change the timing of when items are posted during the day and whether they are posted individually or in batches. Except to the extent limited by applicable law, we have the right to change any of the factors described in (i), (ii), (iii) and (iv) listed above at any time without notice to you.

Establishing Categories of Items. We group items into categories that we define. For example, we may group debit card transactions into one category, and group checks into another category. A single category established by us may include more than one type of item.

Establishing a Posting Order for Each Category of Items. We pay some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

Establishing a Posting Order of Items Within a Single Category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction. For example, we will pay the following transactions in the following order:

- For ATM, debit card, online bill payment, account transfers, teller cashed checks and teller cash withdrawals, transactions will be sorted by the date the transactions were conducted. For a debit card transaction, if a merchant does not seek pre-authorization from us at the time of the transaction, we will use the date the transaction is received for payment from your account. If there are multiple transactions in one day, those transactions will be sorted by time (where that information is available to our posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.
- Checks and ACH transactions will be sorted by date and time received by us. If the date and time are the same, these transactions will be sorted in the order they were received by our processor.

Relation Between Posting Order and Overdraft Fees. On any given business day, if we receive more than one item for payment and if we determine there are sufficient funds to pay one or more but not all of the items, then the number of items paid and the overdraft and returned item fees assessed could be affected by the order that we choose to post those items. We may choose our processing and posting orders regardless of whether additional fees may result.

AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS

When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize a transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place an “authorization hold” against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. The amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles, or we otherwise remove the hold, the funds subject to the hold will not be available to you. Eventually, the transaction is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant. These payment requests are received in real time throughout the day and are posted to your account as they are received.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen where your debit card is swiped before your actual transaction amount is known, such as at a restaurant (where you may choose to add a tip to the transaction amount) or gas station. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

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

OPTIONAL OVERDRAFT PROTECTION PLANS

We offer various overdraft protection plans for your convenience. You may link your share (savings) account to your checking account for overdraft protection. Alternatively, if you meet certain credit requirements, you may choose to link a personal line of credit to your checking account to cover overdrafts. If you qualify for these optional services, we will look first to these services for overdraft protection before applying our discretionary Courtesy Pay Service when your account is overdrawn. These overdraft protection plans may save you money on the total fees you pay us for overdraft protection.

- **Linking your Share (Savings) Account to your Checking Account.** With this service, you authorize us to make transfers of available funds automatically from your linked share (savings) account to cover overdrafts in your checking account. Transfers from your linked share (savings) account are made in the exact amount of the overdraft. Pursuant to federal law, each transfer from a linked share (savings) account is counted as one of the six (6) limited transactions you are allowed each statement period from your share (savings) account. You must request to enroll in this service.

We will not transfer more than the available account balance in a linked share (savings) account, even if the amount of the overdraft is more than the available amount.

- **Linking your Personal Line of Credit to your Checking Account.** In addition to linking a share (savings) account to your checking account, you may also choose to link a Personal Line of Credit to your checking account to cover overdrafts. Our Personal Line of Credit is available to members meeting certain credit requirements. If you are

approved for a Personal Line of Credit, you will be provided with a separate agreement and disclosure statement which contains the terms and conditions applicable to the credit product. If you link your Personal Line of Credit to your checking account to cover overdrafts, you authorize us to automatically advance the exact amount of your overdraft from your Personal Line of Credit to cover your overdraft, up to your credit limit. You must repay what you have borrowed in full or in minimum monthly payments (in addition to any late charges, finance charges and annual fees, as provided for in the Personal Line of Credit agreement and disclosure statement).

Overdrafts paid by a transfer of funds from your linked share (savings) account are subject to a per-item Overdraft Transfer Fee of \$3.00. Refer to the *Fee Schedule* for a listing of fees.

Once your overdraft protection plans are exhausted, if you are eligible for the Courtesy Pay Service, your items will be paid up to the amount of your Courtesy Pay limit and a Courtesy Pay Fee will be charged to your checking account for each overdraft that is authorized and paid through the Courtesy Pay Service. If you are not eligible for, or have opted out of, the Courtesy Pay Service, your items will not be paid, they will be returned, and an NSF Fee will be charged for each item returned. Transfers will appear on your periodic statements for each applicable account.

ESTABLISHING OR CANCELING OPTIONAL OVERDRAFT PROTECTION PLANS

Any owner of both the checking account and the linked account may enroll in an overdraft protection plan without the consent of other owners. Any owner of the checking account or the linked account may cancel an overdraft protection plan without the consent of other owners. To cancel, you must call the Credit Union at (559) 227-8329 or write to us at 3650 E Ashlan Ave Fresno, CA 93726. Cancellation will be effective after we have received notice and have had a reasonable time to act on it. We may cancel optional overdraft protection services at any time without prior notice to you. For a Personal Line of Credit, if there is an outstanding balance due at the time of cancellation, you will be responsible for repayment until the outstanding balance is paid in full.

COURTESY PAY SERVICE AGREEMENT

In accordance with our commitment to provide valued service and benefits, we may, at our discretion, pay your overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your Courtesy Pay limit, which is determined by us in our sole discretion. We refer to this service as our Courtesy Pay Service (hereinafter referred to as the "Service"). The Service is different than the optional overdraft protection plans discussed above. The Service is a backup to your existing overdraft protection plan and will only be activated if funds are not available from that plan. This Courtesy Pay Service Agreement sets forth the terms and conditions applicable to the Service.

What Overdraft Transactions are Covered?

The Service is available for the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under our Bill Payment Service, recurring debit card transactions, and ACH drafts and debits. The Service is not available for ATM transactions and non-recurring debit card transactions, unless you opt-in, as described in the next section below.

Optional Overdraft Transactions

If you would like to include ATM transactions and non-recurring debit card transactions in the Service, you are required to "opt-in" (in other words, you must provide us with your affirmative consent). Choosing not to opt in may result in these transactions being declined if your available balance is insufficient to cover the transaction.

You understand and agree that we do not require you to authorize the Service for your ATM transactions and non-recurring debit card transactions as a condition of us providing the Service to you for the other types of transactions subject to this Courtesy Pay Service Agreement. If you want the Credit Union to authorize and pay overdrafts for ATM transactions and non-recurring debit card transactions, you must provide us with your consent by: (1) calling us toll-free at (559) 227-8329; (2) visiting any branch and speaking with a Member Service Representative; or (3) mailing an opt-in consent form to United Local Credit Union, Attn: Member Services, 3650 E. Ashlan Avenue, Fresno, CA 93726.

You may revoke your authorization to have us pay your ATM transactions and non-recurring debit card transactions at any time, using any method made available to you for providing consent as described above. Your decision to opt in does not guarantee that we will always pay your ATM transactions and non-recurring debit card transactions when your available balance is insufficient to cover the transaction.

Eligibility for the Service

The Service is not a credit product and requires no application or credit approval process; it is a feature that is automatically included with eligible checking accounts (unless you opt out of the Service entirely as described below). Eligibility is at the sole discretion of the Credit Union. The Service is available for checking accounts for which the primary checking account owner is eighteen (18) years of age or older, is in good standing, and the checking account has been open for at least forty-five (45) days with the applicable minimum balance requirement. We reserve the right to limit the Service to one (1) account per household or member. We may suspend or permanently revoke the Service from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

- You are not making regular deposits into your checking account;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
- Your membership is not in good standing;
- You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation to us;
- You have an outstanding balance due on an overdraft repayment plan;
- Your checking account is subject to any legal or administrative orders or levies;
- You are a party to a bankruptcy proceeding;
- Any or all of your accounts with us are being reviewed for improper activity or transactions;
- Your checking account is classified as inactive;
- You use the Service to pay items written to check cashing agencies or gambling institutions;
- You have had more than twenty-four (24) items returned for non-sufficient funds in a calendar year;
- You have an unresolved prior loss with us;
- We do not have a valid mailing or email address for you; or
- We believe you are not managing your checking account in a responsible manner which may harm you or us.

THE SERVICE IS A BENEFIT

ANY PAYMENT MADE BY US UNDER THE SERVICE WILL BE MADE ON A CASE-BY-CASE BASIS, IN OUR SOLE AND ABSOLUTE DISCRETION. THE SERVICE DOES NOT CONSTITUTE AN ACTUAL OR IMPLIED AGREEMENT BETWEEN YOU AND US, NOR DOES IT CONSTITUTE AN ACTUAL OR IMPLIED OBLIGATION OF THE CREDIT UNION. THE SERVICE IS A PRIVILEGE THAT THE CREDIT UNION PROVIDES FROM TIME TO TIME AND WHICH MAY BE WITHDRAWN OR WITHHELD BY THE CREDIT UNION AT ANY TIME, WITHOUT PRIOR NOTICE, REASON OR CAUSE.

Courtesy Pay Limit

If you are eligible for the Service, we will generally pay your overdraft items up to a maximum of \$500, including fees. You acknowledge and agree that we reserve the right to limit the number of checks or other items/transactions that may be paid by us through the Service during any given month. In our sole discretion, we may notify you by mail, or, if you have agreed to receive notices from us in an electronic format, you may be notified electronically, of any nonsufficient funds checks, items or other transactions that have been paid or returned; however, we are not required to so notify you. You also acknowledge and agree that we have no obligation to notify you before we pay or return any check, item or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

When is the overdraft payment due?

The total of the overdraft (negative) balance in your checking account, including all fees, is due and payable upon demand, and you are required to immediately deposit sufficient funds to bring the account to a positive balance.

Courtesy Pay Fees

A Courtesy Pay Fee of \$25.00 will be charged to your checking account, in accordance with our *Fee Schedule*, for each overdraft that is authorized and paid through the Service. This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through the Service. You understand that your Courtesy Pay Limit will be reduced by the amount of each overdraft paid by us through the Service and the amount of the related Courtesy Pay Fee imposed until such amounts are repaid by you at which time we may replenish your Courtesy Pay Limit by the amount of the repayment. If we choose not to pay the item/transaction under the Service, you are typically subject to a NSF Item Fee of \$25.00 for each such item in accordance with our *Fee Schedule*. Your periodic statement will itemize Courtesy Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

Transfers to Cover Overdrafts

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

Right of Setoff

In addition to any other rights we have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future may have an interest are subject to our right of setoff for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees). Moreover, unless you opt out of the Service (see below), you consent and expressly agree that the application of setoff of funds in any account includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable law.

Default

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

Termination; Suspension.

We may terminate or suspend the Service at any time without prior notice. If we terminate or suspend the Service, you are still required to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any.

Your Right to Opt Out of the Service

If you prefer not to have the Service, visit us in a branch, contact us at (559) 227-8329, or write to us at United Local Credit Union, Attn: Member Services, 3650 Ashlan Avenue, Fresno, CA 93726, and include your name, member number and a statement that you are opting out of the Credit Union's Courtesy Pay Service and we will remove the Service from your checking account. If you opt out of the Service, you will still be charged our NSF Fee for each item returned.

Optional Overdraft Protection Plans

As discussed in more detail above, we also offer optional overdraft protection plans, such as a link to a share (savings) account or to a Personal Line of Credit. These plans may be less expensive than our Courtesy Pay Service. To learn more, please ask us about these plans.

The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS PART V (OVERDRAFT PROTECTION PROGRAMS), OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (559) 227-8329, MONDAY THROUGH FRIDAY, 9:00 AM TO 5:00 PM PACIFIC STANDARD TIME.

PART VI: FUNDS AVAILABILITY POLICY

General

Our policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once deposited funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 p.m. Pacific Standard Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. Pacific Standard Time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Deposits at ATMs

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate (proprietary ATMs). All ATMs that we own or operate are identified as our machines. Funds from any deposits (cash or checks) made at proprietary ATMs may not be available until the second (2nd) business day after the day of your deposit.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first (1st) business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth (5th) business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first (1st) business day after the day of your deposit.

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

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

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eighth (8th) business day after the day of your deposit.

Special Rules For New Accounts

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

- Funds from electronic direct deposits to your account will generally be available on the same business day we 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 generally be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2nd) business day after the day of your deposit.
- Funds from all other check deposits will be available on the fifteenth (15th) business day after the day of your deposit.

Special Notice Regarding Endorsement Standards:

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1 ½ inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

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

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

PART VII: ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

This part of the Agreement sets forth the terms and conditions governing electronic fund transfers (EFTs). We provide a variety of EFT services for deposit accounts. EFTs are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, mobile banking, direct deposits, ATMs, debit card and automated telephone banking. These terms and conditions do not apply to wire transfers; terms and conditions for wire transfers will be separately provided at the time you request a wire transfer. Your acceptance, retention or use of (or by authorizing another person to sign or use) an ATM card, Visa debit card, PIN, or other EFT hereunder constitutes an agreement between us and you as described below.

TYPES OF EFT SERVICES

1. Visa Debit Cards

As a condition of opening certain checking accounts, you agree that we may automatically issue you a United Local Credit Union Visa debit card. However, you are not required to activate the debit card to keep your checking account open. You understand that a debit card is not a credit card and does not provide "credit" which means that you may not defer payment of debit card transactions. You can use your Visa debit card as follows:

Participating Network Transactions:

- Withdraw cash from your savings and checking accounts
- Balance inquiries on your savings and checking accounts

ATM Transactions at United Local Credit Union Proprietary ATMs (those owned and operated by United Local Credit Union):

- Deposit cash or checks to your savings or checking accounts
- Withdraw cash from your savings or checking accounts
- Transfer funds between your savings and checking accounts
- Check your balances on your savings and checking accounts

Some of these services may not be available at all United Local Credit Union ATMs. Also, ATM services may be limited on certain ATMs which we do not own (non-proprietary), such as, for example, withdrawal limits.

You can use your Visa debit card at participating merchants to:

- Purchase goods and services at places that accept Visa debit cards. Purchases are debited from your checking account. If you have arranged with a merchant to make recurring payments, you must notify the merchant if your debit card number or expiration date has changed or your debit card is closed.
- Withdraw cash while making a purchase using your PIN if the merchant permits the cash-back option.

At participating financial institutions to:

- Withdraw funds at a teller. Withdrawals are debited from your checking account.

2. Automated Telephone Banking

You may use our automated telephone banking system (Telephone Teller) or speak to a member service representative to get account information, transfer funds between your accounts with us, or pay qualifying Credit Union loans or credit cards. You must have a valid deposit or loan account and a valid password or PIN to use automated telephone banking.

You may use automated telephone banking to:

- Make transfers between your savings and checking accounts;
- Make inquiries regarding account and loan balances;
- Obtain loan payment due date and pay off information;
- Make loan payments by transferring the amount of the payment due from your savings or checking account;
- Request a withdrawal from your savings and checking accounts (except from IRAs or from the principal of a certificate account) by Credit Union check;
- Access your personal Line of Credit account to perform inquires;
- Verify cleared checks;
- Obtain dividend and loan interest information; and
- Place stop payment requests.

You cannot place a stop payment order on or amend or cancel a transfer initiate through automated telephone banking once it has been received by us.

Limitations on Frequency and Dollar Amount of Transactions

Account withdrawals to you through automated telephone banking are unlimited to the extent you have funds available in your account. However, withdrawals and transfers are limited to no more than \$9,999.99 per withdrawal/transfer and the frequency of telephone transfers is limited pursuant to federal law as disclosed in this Agreement.

Withdrawal Checks

If you request a withdrawal via automated telephone banking, a Credit Union check will be prepared. We will mail these checks to you at your last address of record. Checks requested before 3:00 p.m. PST Standard Time on any

business days will be mailed on the same day. Transactions completed after 3:00p.m. PST on any business day will not be mailed until the following business day.

3. Online Banking and Bill Pay

Online Banking is our electronic banking service that allows you to access your accounts without assistance from our staff by using our Internet website and your online banking PIN. The Bill Pay service is an electronic method of paying bills. You must have a checking account with us to use this service. If you would like to take advantage of these services, visit our website and enroll with your eligible Credit Union accounts. You must agree to the additional disclosures and specific terms for using these services when you enroll.

4. Mobile Banking

Mobile Banking is an electronic banking service that allows you to access your Credit Union account information, products and services similar to Online Banking and engage in such other financial transactions using compatible and supported mobile devices. All features and services available through Online Banking may not be available via Mobile Banking. You must agree to the additional disclosures and specific terms for using this service when you enroll.

5. Mobile Deposit

Mobile Deposit is designed to allow you to make deposits to your designated eligible accounts using a compatible mobile device to photograph an image of an original paper check that is drawn on or is payable through a United States financial institution and to electronically submit a digital image of such paper check to us. You must agree to the additional disclosures and specific terms for using this service when you enroll.

6. ACH Transactions

You can send or receive electronic transfers to or from your accounts by providing another party your checking account number and our routing number. We may transfer funds by ACH or other similar networks. Electronic transfers require your authorization and may take various forms, such as:

- Direct deposits, such as employer payroll or government benefits;
- One-time or recurring charges to your account for bill payments;
- A “check conversion” transfer, where a merchant or other payee creates an electronic transfer from your paper check. The merchant may keep your check or return it to you.

We may offer new EFT services in the future.

TERMS AND CONDITIONS APPLICABLE TO ALL ELECTRONIC SERVICES

Our Business Days

Our business days are Monday through Friday, except federal holidays. Our business hours are 9:00 a.m. to 5:00 p.m. PST, Monday through Friday. Branch hours and holiday schedules may be obtained on our website (www.unitedlocal.org) or by contacting us at (559) 227-8329. Our proprietary ATMs are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. Proprietary ATMs located inside government office buildings are generally only available during the hours such government office buildings are open. Electronic services are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

Disclosure of Account Information to Third Parties

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. Information about your account or the transactions you make will be disclosed to third parties:

- When it is necessary to complete an electronic transaction;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with a government agency, court order, or any legal process;

- With your written permission; or
- As permitted by our Privacy Notice.

Your Right to Receive Receipts and Periodic Statements

Terminal Transfers. In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us. Federal law provides that for certain small dollar transactions at merchant locations, you may not receive a receipt.

Periodic Statements. We will provide a monthly periodic statement if you have an EFT in that period. If you do not, we will provide at least quarterly periodic statements, unless your account is considered inactive.

Preauthorized Credits. If you have arranged to have preauthorized electronic deposits of your net paycheck, payroll deductions, pension checks or federal recurring payments (e.g., Social Security payments) made to your account at least once every sixty (60) days from the same person or company, you can confirm you have received the deposit by reviewing your balance and recent transactions through www.unitedlocal.org, Mobile Banking, at an ATM, by calling us at (559) 227-8329 and speaking to a Member Service Representative, or using our automated telephone banking system by calling (888) 776-0055.

Personal Identification Numbers (PIN)

You understand that you cannot use your ATM card, Visa debit card, online banking and certain other electronic services we offer without an applicable identification number, such as a username and/or password, which we collectively refer to as a PIN. Generally, we will provide you with an initial PIN for one or more electronic services, which you must change. You are responsible for the safekeeping of your PINs. When you use your PIN, you authorize us to withdraw funds from your account to cover such transactions. Your PINs are confidential and should not be disclosed to third parties or recorded. You will notify us immediately and send written confirmation if your PINs are disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the PIN immediately to prevent transactions on your account(s) if any unauthorized person gets access to the PIN. If you disclose your PINs to anyone, however, you understand that you have given them access to your account(s) and you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. If you authorize anyone to use your PIN in any manner that authority will be considered unlimited until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such person until you notify us that transactions and access by that person are no longer authorized and your PIN is changed.

Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting

You must tell us AT ONCE if you believe your Card and/or PIN for any electronic service has been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Calling us is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft Personal Line of Credit, if you have one, and/or the funds in a linked account).

If you believe your Card and/or PIN has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card and/or PIN to access your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card and/or PIN and we can prove we could have stopped someone from using your Card and/or PIN without your permission if you had told us, you could lose as much as \$500.

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

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

Special Notice to Visa Debit Cardholders (Zero Liability Protection)

If you use a Visa Debit Card for transactions that take place on the VISA network system, you understand that Visa Operating Rules and Regulations provide for \$0.00 liability (“Zero Liability”) for losses from unauthorized (fraudulent) activity. Zero Liability does NOT apply to ATM transactions that are not processed through Visa (such as a cash withdrawal from your checking account). You must refer to the section of this Agreement regarding liability for unauthorized ATM transactions. Zero Liability also will not apply where you were grossly negligent or fraudulent in the handling of your account or Visa Debit Card, nor will it apply to Visa Debit Cards issued outside the U.S. or to Visa commercial cards. You must provide to us a written statement regarding any claim of unauthorized Visa transactions.

If you notify us of unauthorized transactions which were processed through Visa (this does not include cash disbursements at an ATM using your Visa Debit Card) within two (2) business days, we will provide provisional credit to your account within five (5) business days of the notification. If you tell us orally, we will require that you send us your complaint in writing within ten (10) business days. We will not credit your account until your written complaint is received. “Unauthorized” means the use of your Visa Debit Card by a person, other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit.

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

If you believe your Card and/or PIN have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must telephone us at: (559) 227-8329, or write us at: United Local Credit Union, Attn: Member Services, 3650 E. Ashlan Avenue, Fresno, CA 93726. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

In Case of Errors or Questions about your Electronic Funds Transfers

If you think your periodic statement is wrong, or if you need more information about a transaction listed on it, call us at (559) 227-8329, or write to us at United Local Credit Union, Attn: Member Services, 3650 E. Ashlan Avenue, Fresno, CA 93726, as soon as you can. We must hear from you no later than sixty (60) days after we send you the FIRST periodic statement on which the problem or error appeared. You must:

- Tell us your name and account number;
- Describe the error or the transaction you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. Your account is considered a “new account” for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we provisionally credited your account, we will reverse the provisional

credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

Our Liability for Failure to Make or Complete Electronic Fund Transfers

If we do not properly complete an EFT to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

- Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;
- Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to complete the transaction(s);
- The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
- We received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner);
- The ATM or network system was not working properly, and you knew about this breakdown when you started the transaction;
- The ATM where you were conducting the transaction did not have enough cash or cash in the denominations you requested;
- Your Card(s) has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip or chip, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, or is retained by us at your request;
- Any of your PINs have been repeatedly entered incorrectly;
- The transaction would exceed an unused line of credit (e.g., your Personal Line of Credit limit or Visa Credit Card limit);
- Our failure to complete the transaction or the placement of a block on your account is done to protect the security of your account and/or the electronic terminal system;
- You make an error in keying your deposit at an ATM or through the Online Banking system (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result);
- The payee mishandles or delays a payment sent by the Bill Pay Service;
- Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or
- You have not provided our Bill Pay Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.

There may be other exceptions not specifically mentioned above.

Provided that none of the above-stated exceptions apply, if we cause an incorrect amount of funds to be debited from your account, or caused funds from your account to be transferred to a person or entity which does not comply with your instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

Fees for Electronic Fund Transfers

Fees for all EFT services are disclosed in our *Fee Schedule*, which accompanies this Agreement and is incorporated herein by reference. Any fees charged will be deducted from the account from which the EFT occurred. The Credit Union reserves the right to increase or add new fees at a future date after we give you notice of such fees as required by law.

If you have been issued an additional card (whether an ATM card, Visa Debit Card or Visa Credit Card) for a joint owner or authorized user on your account, any applicable transaction fees outlined in our *Fee Schedule* will be based on combined transactions. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged to your account within two (2)

business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your periodic statement.

If you use an ATM that is not operated by us, you may be subject to additional fees imposed by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

Electronic Fund Transfer Limitations

Federal law limits the number of withdrawals you may make from your savings accounts. Refer to the part of this Agreement entitled *Truth-in-Savings Act Disclosures*, for limits on savings account withdrawals. Each transfer or payment through online banking from your savings account is counted as one of the six (6) limited transfers you are permitted each statement period. We recommend that you not use a savings account as your bill payment account because of these limits on transfers.

Cancellation/Termination of Electronic Services

You may cancel any electronic services at any time by notifying us in writing and by actually discontinuing use of the electronic service. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. If you cancel any service requiring the use of a card, you agree to cut up all cards issued to you and dispose of them. Cancellation by any one account owner will be binding on all account owners and we are not required to notify other account owners of the cancellation.

We reserve the right to terminate or suspend your access to electronic services, in whole or in part, at any time and for any reason. Electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if you are deemed to be a member not in good standing as defined in our *Member Conduct and Limitation of Services Policy*. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your accounts to cover any fees and other transfers and debits.

Your cancellation or our termination of electronic services does not terminate your accounts or agreements with us and will not affect your obligations under this Agreement, or any account or other agreement you have with us or your obligations for transfers and payments made prior to cancellation or termination.

Services not Covered by this Part; Separate Agreements

The information in this Part VII, *Electronic Services Agreement and Disclosure*, applies only to the electronic services described herein. EFT services described in this Part VII do not include wire transfers. Provisions in other disclosure documents, as may be amended by us from time to time, continue to apply, except to the extent expressly modified by this Agreement. In addition, we may offer additional EFT services besides those described in this Part VII that have separate agreements and disclosures.

Illegal Activities

You may not use your ATM card, Visa Debit Card, and any other access device or method (including ACH and electronic check transactions) for any illegal activity or transaction. For example, if an online merchant displays a payment card logo, that does not mean that transactions are lawful in all jurisdictions in which the cardholder may be located. You understand that you may not use your ATM card, Visa Debit Card, or any other access device or method to purchase any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but are not 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. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT THE ELECTRONIC SERVICES ARE PROVIDED "AS-IS." YOU UNDERSTAND AND AGREE THAT USE OF THE ELECTRONIC SERVICES IS AT YOUR SOLE RISK, THAT ANY

MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ELECTRONIC SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ELECTRONIC SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ELECTRONIC SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY YOU FROM THE ACCOUNTS, OR THAT THE ELECTRONIC SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF, OR YOUR INABILITY TO USE, THE ELECTRONIC SERVICES, ANY INACCURACY OF ANY INFORMATION, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ELECTRONIC SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IMPORTANT DISCLOSURES APPLICABLE TO VISA DEBIT CARDS

In this section, "Card" refers to your United Local Credit Union Visa Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you, unless otherwise noted. The disclosures in this section apply to the use of your Card to conduct EFTs, including, but not limited to, use of the Card at ATMs and POS terminals. By use of your Card at ATMs and participating POS terminals, you authorize us to make withdrawals from your designated account for cash advances and/or purchases.

When you use your Card, you must follow the procedures established by the merchant or financial institution. You may be asked to sign a sales slip, withdrawal slip, or other document, or you may be asked to provide only your Card number. Some merchants impose a fee for Card transactions.

Account Access

You may use your Card to withdraw cash from your checking account by way of a cash advance from merchants, financial institutions, or others who honor the Card and/or to pay for purchases. However, we are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the Card, to complete a transaction, or for their retention of the Card.

Ownership of the Card

You may request two (2) Visa debit cards to access your account(s) without a charge. The issuance of additional Visa debit cards will be subject to a Multiple Card Fee. If your Visa debit card is lost or stolen, you may also be charged a Replacement Card Fee. These fees are set forth in the *Fee Schedule*. The Visa debit card remains our property and you agree to surrender it to us upon demand.

We may cancel, modify, or restrict the use of any Card upon proper notice or without notice if:

- Any of your accounts are overdrawn;

- Any loan/credit obligations are 30 or more days past due
- You use your Card in a manner which may cause a loss to us;
- Your account and/or Card is inactive, which is defined by us as an account that has had no member-initiated transaction activity for twelve (12) consecutive months, or a Card that has had no member-initiated activity for six (6) consecutive months, or a Card that has not been activated within four (4) months of the date of issuance;
- Any mail sent to your address is returned to us as undeliverable;
- Any email sent to you by us is returned as undeliverable;
- Your account has one (1) or more NSF items or transactions;
- We are aware that you have violated any term of this Agreement, whether or not we suffer a loss; or
- Where necessary to maintain or restore the security of your account(s) or the POS system.

We also reserve the right to recall the Card through retrieval by any of the ATMs.

You may cancel your Card at any time by calling (559) 227-8329, by fax at (559) 227-8432 or by visiting a local branch.

Deposits

We accept deposits at an ATM subject to verification and collection by us. Such deposits may only be credited or withdrawn in accordance with our *Funds Availability Policy*.

Limitations on Frequency and Dollar Amount of Transactions

To protect your balance, we place daily dollar limits and transaction limits on ATM withdrawals and card purchases, even if your available balance is higher than the daily limit. However, we may:

- Allow transactions that exceed your limits.
- Temporarily reduce your limits without notice, for security purposes.
- Change your limits (we will notify you if we do).

The following limits apply:

1. **ATM Transactions.** Provided you have sufficient available funds in your account, you may use your Card at an ATM up to a maximum of ten (10) transactions, or to withdraw up to a maximum of \$500.00 in cash, whichever comes first, each twenty-four (24) hour period from your savings or checking accounts. Minimum withdrawal amounts, and increment amounts may vary depending on the network or ATM you access. For example, the minimum withdrawal and increment amount is generally \$20.00.
2. **POS Transactions.** Provided you have sufficient available funds in your account, you may use your Card at a POS terminal at any business establishment where the Card is accepted up fifteen (15) POS purchases per 24 hours period, totaling up to \$1,500.00.

The twenty-four (24) hour period is defined as 3:00 p.m. to 3:00 p.m. Pacific Standard Time

Various institutions that participate in networks of which the Credit Union is a member may have withdrawal limits different from the above amounts. ATM & POS terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees. For security reasons, in the event your Card or PIN is lost or stolen, there may be restrictions on transactions you can make at ATMs.

You agree to follow the instructions posted or otherwise given by us or any ATM network or POS terminal concerning use of the machine/terminal.

Authorization Holds for Visa Debit Card Transactions

When you use your Visa Debit Card for purchases, most merchants will ask us to authorize your purchase. If we authorize your purchase, we will place an authorization hold on your balance, generally for up to three (3) business days, to pay for your purchase. We may authorize or refuse to authorize a transaction based on a different amount than the authorization request because some merchants request authorization for an amount that is unrelated to the actual amount of the purchase (for example, at a gas station).

We may place a longer hold for certain types of purchases. There are times—for example, at restaurants, hotels or car rental agencies—when a merchant will not know the exact amount of your purchase when the authorization is requested. If the authorization is more or less than the actual purchase amount, the authorization hold may remain in place even after the purchase amount has posted (settled) to your account. We will pay the purchase amount from your balance whenever the merchant sends it to us, even if the hold has expired.

For more information regarding how debit card authorization holds impact your available account balance, refer to the part of this Agreement entitled *Overdraft Protection Programs*.

Overdrafts

Unless you have notified us that you do want us to pay ATM transactions and non-recurring debit card transactions at our discretion, we generally will not authorize an ATM transaction or a non-recurring debit card transaction if your available balance is insufficient to pay for the transaction, and we will not charge an NSF Fee.

You can authorize us to link your Visa debit card to an overdraft protection source, such as a share (savings account) or Personal Line of Credit to fund any overdrafts on your checking account. Refer to the part of this Agreement entitled *Overdraft Protection Programs* for additional information regarding our overdraft protection plans.

Our Right to Refuse Card Transactions

We reserve the right to refuse to authorize any transaction when your Card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity.

ATM Safety

You agree to use caution at all times when using an ATM. Some precautions you 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 your vehicle when you leave it.
- Have your Card in your hand as you approach the ATM and avoid reaching in your wallet or purse in front of the ATM.
- Avoid counting your cash at the ATM.
- Lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up ATM.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Do not accept assistance from anyone you do not know when using an ATM.

We want ATMs to be safe and convenient for you. Tell us if you know of any problem with the facility. For example, let us know if a light is not working or there is any damage to the facility. If you feel unsafe for any reason, you should leave the area immediately. If someone follows you after using the ATM, you should quickly go to a safe area that is well populated and well lit. You should report any incident to both the operator of the facility and to the police as soon as possible.

Returns and Adjustments

Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit that we will post to your checking account. The amount of the credit will be reflected on your periodic statement.

Visa Debit Card Usage Outside the United States

Due to the high incidence of international card fraud, United Local Credit Union Visa debit cards are currently restricted to use within the United States. The Credit Union offers pre-paid Visa Travel Cards that are safe, easy and convenient to use. Visa Travel cards may be purchased at any United Local Credit Union branch. If you would prefer to use your Credit Union-issued Visa debit card while traveling, you will need to inform the Credit Union of where and when you will be traveling, so that your Visa debit card can be activated for international use. If you use your Visa debit card outside of the United States, your purchases and cash advances will be subject to the Foreign Transaction Fee described in the section below.

If during your travel your Visa Debit Card is lost or stolen, contact 1-877-253-8964 **immediately**, so a block may be placed on your card. Should your Visa Debit Card be declined for a purchase or a withdrawal transaction, please contact the Credit Union or the number above for assistance.

Foreign Transactions (Visa Debit Card)

Purchases and cash advances processed outside of the United States or in a foreign currency will be billed to your account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with Visa's operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars, the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government-mandated rate in effect for the applicable central processing date. The processing date on which the exchange rate is applied may differ from the date you used your debit card. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference.

We charge a Foreign Transaction Fee in an amount equal to one percent (1%) of the amount of the purchase or cash advance, regardless of whether the transaction requires a currency conversion.

Card Claims and Transaction Questions

When you authorize other parties to debit your checking account, you are responsible for these transactions. This means that you will have to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning goods or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted the Card. You understand that we will not be able to help you because we only have the information received from the third party. Any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the transaction, unless otherwise permitted by law. You are not permitted to stop payment on any purchase through the use of your card.

PREAUTHORIZED PAYMENT TRANSFERS

You may use your account or debit card to make preauthorized payments to third parties. If your preauthorized payment due date is scheduled to occur on a non-business day it will be sent out the next business day. Preauthorized payments may only be made from your checking account(s).

Notice of Varying Amounts

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

Initial Authorization

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

Periodic Statement

You will receive a monthly statement for each month in which a transfer is made, but at least quarterly if no transfers are made.

Right to Stop Preauthorized Payments and Procedure for Doing so

You can place a stop payment on a preauthorized payment by calling us at (559) 227-8329 or (800) 446-8329 or writing to us at United Local Credit Union, 3650 E. Ashlan Avenue, CA 93726 at least three (3) business days or more before the next payment from your account is scheduled to be made. You may revoke your authorization for any payee to originate preauthorized transfers from your account by giving us written notification on our prescribed revocation form. Keep in mind that a stop payment request will apply only to that particular payment. If you have given us a request to cancel the entire preauthorized payment authorization, you understand and agree that you must also contact the payee in writing to cancel (revoke) the entire preauthorized payment authorization. Your revocation will become binding on us once (a) three (3) business days have elapsed from the date of your written revocation and (b) we have received a copy of your written notice to the payee that your authorization has been revoked. We will charge you a fee for each stop payment order you give as set forth in our *Fee Schedule*.

Our Liability for Failure to Stop Payment

If you order us to stop one of your preauthorized payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

Fees

If your account does not have sufficient funds to pay a preauthorized payment, the request will be returned to the third-party payee and your account will be charged an NSF Fee as stated in our *Fee Schedule*.

PREAUTHORIZED DEPOSITS

Account Access

Preauthorized deposits may be made only to your share (savings) or share draft (checking) account.

Notification of Preauthorized Deposits

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company (for example, from your employer, the federal government or other payer), that third party making the direct deposit may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us at (559) 227-8329 or (800) 446-8329 and we will advise you whether or not the direct deposit has been made. You may also use the online banking to confirm whether or not the deposit has been made.

If, in connection with a direct deposit plan, we deposit any amount in an account which we are later required to return to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

ELECTRONIC CHECK TRANSACTIONS

If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person, by telephone, or via the Internet, to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to you:

Types of Available Transactions

You may authorize a merchant or other payee to make a one-time Electronic Check Transaction from your checking account using information from your check to (1) pay for purchases or (2) pay bills. You may also authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

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

Account Access

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

PART VIII: MEMBER CONDUCT AND LIMITATION OF SERVICES POLICY

General Provisions

The privilege of United Local Credit Union services available to members must be reserved for members who are in "good standing." The purpose of this policy is to: (1) protect the Credit Union's employees, volunteers and members from abusive members; (2) protect the Credit Union from fraudulent activity; and (3) safeguard members' assets. To this end, this policy addresses standards of member conduct in order to assure the rights and protection of the Credit Union's employees, volunteers and members. This policy also defines what constitutes a "monetary loss" which may also serve as a basis for limiting member services.

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

In the event that you are deemed by the Senior Management of this Credit Union to be a member not in good standing, the Credit Union is authorized to limit your access to member services.

This policy applies to any member not in good standing who seeks member services, whether directly or indirectly through a Credit Union account. This policy also applies to any person, including but not limited to any joint account owner, who has access to Credit Union services directly or indirectly through you.

What does it mean to be deemed a member "not in good standing"?

You will be deemed to be a member "not in good standing" with this Credit Union if:

- You fail to comply with the terms and conditions of any lawful obligation with this Credit Union and as a result, the Credit Union suffers a "monetary loss" (defined below);
- You have a loan account with us that is delinquent 30 days or more;
- You have a deposit account with us that has been overdrawn 30 days or more;
- You manipulate or otherwise abuse Credit Union services or products; or
- You engage in "abusive behavior" (defined below) or otherwise injure any person or damage any property (or threaten to injure any person or damage any property) while on Credit Union premises, at any Credit Union function, or while on the premises of any Credit Union Service Centers Network.

The determination of whether you are in "good standing" with this Credit Union will be made at the sole discretion of the Senior Management of this Credit Union. This policy also extends to member conduct at any Credit Union Service Centers Network or any other shared-branching network facility or ATM.

Definitions

- “Member services” means any products or services provided by the Credit Union or otherwise made available to Credit Union members, which services include, but are not limited to: loans, deposit accounts, ATM services, all services available through online banking, mobile banking, and other electronic fund transfer services.
- A “monetary loss” to the Credit Union occurs when the Credit Union writes off as uncollectible any monies which you owe, for whatever reason, to the Credit Union.
 - For loans, a monetary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the monetary loss does not include interest and expenses.
 - For deposit accounts, a monetary loss is defined as the negative balance in the deposit account written off as uncollectible.
- “Abusive behavior” includes, but is not limited to, any of the following conduct:
 - Any threats of or actual bodily harm, property damage, illegal activity or harassment of any kind or nature against a Credit Union employee, volunteer or member;
 - Use of profane, vulgar, intimidating or threatening language directed toward a Credit Union employee, volunteer or member;
 - Attempts to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time;
 - Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other Credit Union employees, volunteers or members;
 - Conducting or attempting to conduct or engage in any fraudulent or deceptive activity of any kind involving Credit Union employees or Credit Union services;
 - Any other act which endangers the safety, health or well-being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

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

Policy

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

- We may deny you all services other than the right to maintain a non-dividend bearing share account and the right to vote at annual and special meetings.
- We may preclude you from having any personal contact with Credit Union employees or volunteers such that Credit Union services may be made available only through written communication through the U.S. mail, ATM, online banking, telephone banking, automated telephone banking, or other remote access device designated by Credit Union Senior Management.
- We may preclude you from having access to any Credit Union premises.
- We may preclude you from having access to any Credit Union Service Centers Network or any other shared-branching network and we may revoke any shared branching privileges.
- We may limit or deny you access to electronic banking services, which include, but are not limited to, ATM/debit card usage, online banking, mobile banking, and telephone banking.

In addition to the above, we may take any other action deemed appropriate under the circumstances that is not precluded by the California Credit Union Law, NCUA Rules and Regulations, the Credit Union’s Bylaws or other applicable federal or state law.

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

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

These limitations will not prohibit you from exercising your rights under federal or state law or regulation.