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FirefightersFirst
C R E D I T U N I O N

FIREFIGHTERS FIRST CREDIT UNION IS AN ASSUMED BUSINESS NAME OF
FIREFIGHTERS FIRST FEDERAL CREDIT UNION

CORPORATE ADDRESS

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Los Angeles, CA 90041

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YOUR TRUTH-IN-SAVINGS DISCLOSURE

To open your account, complete the appropriate membership account application and return it to a Member Service Representative. Please read this brochure completely and retain it with your personal records.

All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (U.C.C.). Share accounts, share draft (also known as "checking") accounts and share certificate accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.



INFORMATION REGARDING MEMBER IDENTIFICATION

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 our Members: 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.

GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

WHO WE ARE

Firefighters First Credit Union is an assumed business name of Firefighters First Federal Credit Union.

BUSINESS DAYS

Our business days are Monday through Friday, excluding holidays.

Our branch hours are 7:00 a.m. to 4:00 p.m. PT (Pacific Time) each business day.

Our Call Center hours are 7:00 a.m. to 4:30 p.m. PT (Pacific Time) each business day.

PAR VALUE

The par value of a share in the Firefighters First Credit Union is five dollars (\$5).

ACCRUAL OF DIVIDENDS

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

RATE INFORMATION

The initial dividend rate and Annual Percentage Yield on our share, checking, and share certificate accounts are stated on the Share Rates and Fee Schedule accompanying this Disclosure. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

BALANCE INFORMATION

We compute the balance in your share, checking, and share certificate accounts to determine the dividends you will be paid by using the daily balance method which applies a daily periodic rate to the balance in your account each day.

BYLAW REQUIREMENTS

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board. Every applicant for membership shall purchase and maintain a minimum of one (1) regular share of this Credit Union. A member who fails to complete payment of one share within one (1) month of admission to membership, or within three (3) months from the increase in the par value of shares, or a member who reduces the share balance below the par value of one share and does not increase the balance to at least the par value of one share within three (3) months of the reduction will be terminated from membership.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of share by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than seven (7) days and not more than sixty (60) days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent, without the written consent of a loan officer. All members agree to abide by the provisions of the Credit Union bylaws.

REQUIREMENT TO MAINTAIN A REGULAR SHARE ACCOUNT

You must open a Regular Share Account to open any subsequent accounts. You must maintain the Regular Share Account to avoid closure of that account and any subsequent accounts.

CONSENT TO CONTACT (NON-TELEMARKETING ONLY)

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

CHANGES IN TERMS AND CONDITIONS

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

ABOUT OUR SHARE ACCOUNTS

Firefighters First Credit Union's share accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are Regular Share, Secondary Share, Minor Account, Money Market, Holiday Helper, Coverdell Education Savings Account (ESA), Individual Retirement Account (IRA) (Roth and Traditional), and Money Market IRA Account.

RATE INFORMATION

Our share accounts are designated as variable rate accounts on the Share Rates and Fee Schedule. This rate and yield may change any time at the discretion of the Credit Union's Board of Directors.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. The dividend period for share accounts is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last calendar day of the period and for the example above is January 31. The most recent dividend declaration date is reflected on the accompanying Share Rates and Fee Schedule.

TRANSFERS TO THIRD PARTIES

During any calendar month, no more than six (6) withdrawals or transfers made to another account at the Credit Union or to a third party by means of a pre-authorized, automatic transfer, online, chat or telephonic order or instruction, whether initiated by check, draft, debit card, or similar order payable to a third party, may be made from each savings account or money market deposit account. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by calling the Credit Union must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when such transfers or withdrawals are made by mail, messenger, automated teller machine (ATM), or in person, or when such withdrawals are made by telephone (via check mailed payable to the Account Holder).

➔ ***Regular Share Account***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Regular Share Account is five dollars (\$5). You must maintain a minimum daily balance of five dollars (\$5) in your Regular Share Account to obtain the Annual Percentage Yield stated on the Share Rates and Fee Schedule.

➔ ***Secondary Share Account***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There are no minimum deposit or balance requirements for our Secondary Share Account.

➔ ***Minor Share Account***

Our Minor Share Account is an account designed for children less than eighteen (18) years of age and must be opened jointly with the child's parent or legal guardian.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Minor Share Account is five dollars (\$5). You must maintain a minimum daily balance of five dollars (\$5) in your Minor Share Account to obtain the Annual Percentage Yield stated on the Share Rates and Fee Schedule and to avoid closure.

ACCOUNT LIMITATIONS

Ninety (90) days after the child reaches eighteen (18) years of age, if not yet converted, the account will be automatically frozen and must either be closed or converted as follows: a) the parent/legal guardian or the child may close the account; or b) the child may convert the account to any Credit Union account in his or her own name.

➔ ***Money Market Account***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum deposit required for you to open a Money Market Account. You must maintain the minimum daily balance in your Money Market account as disclosed on the Share Rates and Fee Schedule to obtain the Annual Percentage Yield stated for each corresponding balance tier.

➔ ***Holiday Helper Account***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There are no minimum deposit or balance requirements for our Holiday Helper Account.

TRANSACTION LIMITATIONS

Your Holiday Helper Account may be opened at any time. Funds will be disbursed and transferred to the account you specify on or about November 15. The account will be automatically renewed following the date the funds are disbursed to you. No withdrawals may be made prior to November 15. If a withdrawal is necessary, the full balance must be withdrawn and the account will be closed. You may reopen the account after November 15.

➔ ***Coverdell Education Savings Account (ESA)***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum balance required to open or maintain this account.

ACCOUNT LIMITATIONS

The designated beneficiary on this account must be a member of the Credit Union.

INCORPORATION OF COVERDELL ESA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Coverdell Education Savings Account are contained in the Credit Union's Coverdell Education Savings Account Agreement and Disclosure Statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Coverdell Education Savings Account, the Credit Union agreement and disclosure statement will be provided to you.

➔ ***Individual Retirement Accounts (IRAs) (Roth and Traditional)***

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There are no minimum deposit or balance requirements for our Individual Retirement Accounts.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account Agreement and Disclosure Statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union Agreement and Disclosure Statement will be provided to you.

➔ *Money Market IRA Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum deposit required for you to open a Money Market IRA Account. You must maintain the minimum daily balance in your Money Market IRA Account as disclosed on the Share Rates and Fee Schedule to obtain the Annual Percentage Yield stated for each corresponding balance tier.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account Agreement and Disclosure Statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union Agreement and Disclosure Statement will be provided to you.

ABOUT OUR CHECKING ACCOUNTS

Firefighters First Credit Union offers the following checking accounts which let you withdraw your money and write checks against your account at any time. Our checking accounts are the Ready Checking Account and the E-Checking Account.

➔ *Ready Checking Account*

RATE INFORMATION

This checking account is designated as a variable rate account on the Share Rates and Fee Schedule. This rate and yield may change at any time at the Credit Union's discretion.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. The dividend period for the Ready Checking Account is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last calendar day of the period and for the example above is January 31. The most recent dividend declaration date is reflected on the accompanying Share Rates and Fee Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There are no minimum deposit or balance requirements for our Ready Checking Account.

➔ *E-Checking Account*

The E-Checking Account is designed for the use of electronic periodic statements, account disclosures, and banking services. The E-Checking Account is available to members who only maintain E-Checking Accounts. Members who currently maintain a Regular Checking or Secondary Checking Account must close the account within ninety (90) days from the date the E-Checking Account is opened. If the Ready Checking or Secondary Checking Account is not closed within ninety (90) days, the Credit Union will automatically close the account and the funds will be transferred into the E-Checking Account. The E-Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There are no minimum deposit or balance requirements for our E-Checking Account.

TRANSACTION LIMITATIONS

The maximum number of withdrawals you may make by check is five (5) within a calendar month. If you exceed the transfer/withdrawal limitations in any calendar month, your account will be subject to the fee stated on the Share Rates and Fee Schedule.

ABOUT OUR SHARE CERTIFICATE ACCOUNTS

Firefighters First Credit Union's share certificate accounts let you deposit your money for a specified period of time. We offer Share Certificates, Coverdell Education Savings Account (ESA) Share Certificates, Traditional and Roth Individual Retirement Account (IRA) Share Certificates, Retirement Liquid Share Certificate, Freedom IRA Certificates, and the Rookie Certificate Accounts.

OWNERSHIP

Unless otherwise specified in the Account Agreement, ownership of Traditional or Roth IRA Share Certificates will be identical to that of the primary Traditional or Roth IRA Share Account. Unless otherwise specified in the Account Agreement, ownership of all other Share Certificates will be identical to that of the primary Regular Share Account.

ANNUAL PERCENTAGE YIELD

The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal from your account, your earnings will be reduced.

MATURITY

Your account will mature as reflected on the Share Rates and Fee Schedule. The actual maturity date will be stated on the receipt provided to you at the time of opening your account.

RATE INFORMATION

Our share certificate accounts are designated as fixed rate accounts on the Share Rates and Fee Schedule. You will be paid this rate and yield until maturity.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. The dividend period for share certificate accounts is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last calendar day of the period and for the example above is January 31. The most recent dividend declaration date is reflected on the accompanying Share Rates and Fee Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open and maintain a share certificate account is stated on the Share Rates and Fee Schedule accompanying this disclosure. You must maintain a minimum daily balance as indicated on the accompanying Share Rates and Fee Schedule in your account to obtain the Annual Percentage Yield and to avoid closure.

ACCOUNT LIMITATIONS

The maximum balance requirement is stated on the Share Rates and Fee Schedule accompanying this disclosure.

RENEWAL OF ACCOUNT/GRACE PERIOD

If you request an auto renewal certificate account, your account will automatically renew at maturity for same time period as original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of seven (7) calendar days after maturity.

If you request a non-renewable certificate account, your funds will be transferred to an account you have specified upon maturity. Non-renewable certificates will no longer earn dividends after the maturity date.

EARLY WITHDRAWAL PENALTY

We may impose a penalty if you withdraw any of the funds from your account before the maturity date. The penalty imposed shall be as follows:

1. If the term of the account is one (1) year or less, you shall forfeit an amount equal to:
 - a) all dividends for ninety (90) days on the amount withdrawn, or
 - b) all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less, with a minimum equal to seven (7) days dividends, or
 - c) if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a or b above, whichever is less, will be assessed on the entire amount in the account.
2. If the term of the account is greater than one (1) year, you shall forfeit an amount equal to:
 - a) all dividends for one hundred eighty (180) days on the amount withdrawn, or
 - b) all dividends on the amount withdrawn since the date of issuance or renewal, whichever is less, with a minimum equal to seven (7) days dividends, or
 - c) if a withdrawal reduces the balance below the required minimum, the account shall be closed and a loss of dividends as in a or b above, whichever is less, will be assessed on the entire amount in the account.

EXCEPTION TO PENALTIES

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share certificate account, or is made pursuant to the Credit Union's bylaws.
2. The share certificate account is part of a pension plan which qualifies or is qualified to specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than seventy and one-half (70½) years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

PLEDGING OF FUNDS

Share certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Shares invested for an Individual Retirement Account (IRA) may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.

➔ *Share Certificate Account*

ACCOUNT LIMITATIONS

You may not make deposits into or withdrawals from this account until the maturity date. See the **EARLY WITHDRAWAL PENALTY** and **EXCEPTION TO PENALTIES** sections.

➔ *Coverdell Education Savings Account (ESA) Share Certificate Accounts*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open and maintain a Coverdell ESA Share Certificate account is stated on the Share Rates and Fee Schedule accompanying this disclosure. You must maintain a minimum daily balance as indicated on the accompanying Share Rates and Fee Schedule in your account to obtain the Annual Percentage Yield and to avoid closure.

ACCOUNT LIMITATIONS

The designated beneficiary on this account must be a member of the Credit Union. The maximum number of deposits allowed is one (1) per tax year. You may not make withdrawals from this account until the maturity date. See the **EARLY WITHDRAWAL PENALTY** and **EXCEPTION TO PENALTIES** sections.

INCORPORATION OF COVERDELL ESA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Coverdell ESA Share Certificate Accounts are contained in the Credit Union's Coverdell Education Savings Account Agreement and Disclosure Statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Coverdell ESA Share Certificate, the Credit Union agreement and disclosure statement will be provided to you.

➔ *Traditional and Roth IRA Share Certificate Accounts*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open and maintain a Traditional or Roth IRA Share Certificate Account is stated on the Share Rates and Fee Schedule accompanying this disclosure. You must maintain a minimum daily balance as indicated on the accompanying Share Rates and Fee Schedule in your account to obtain the Annual Percentage Yield and to avoid closure.

ACCOUNT LIMITATIONS

The maximum number of deposits allowed is one (1) per tax year. You may not make withdrawals, other than Traditional IRA required mandatory distributions, from an IRA Share Certificate Account until the maturity date. See the **EARLY WITHDRAWAL PENALTY** and **EXCEPTION TO PENALTIES** sections. Mandatory distribution withdrawals are limited to one (1) per calendar year, penalty free.

If a Traditional IRA Account requires mandatory distribution, seventy and one-half (70½) years of age or greater, and the balance falls below the minimum required to avoid closure, the account will be closed without penalty and reopened at the lower balance tier and prevailing rate. If the balance falls below the lowest balance tier, the account will be closed without penalty and remaining funds will be credited to your Traditional IRA Share Account.

INCORPORATION OF IRA AGREEMENTS AND DISCLOSURES

All other terms and disclosures for our Traditional and Roth IRA Share Certificate Accounts are contained in the Credit Union's Traditional and Roth IRA Account Agreements and Disclosure Statements, which by this reference are incorporated into this account disclosure in its entirety. When you open your IRA Share Certificate, the Credit Union agreement and disclosure statement will be provided to you.

➔ *Retirement Liquid Share Certificate Accounts*

The Retirement Liquid Share Certificate Account is offered only to eligible retired members who have their retirement funds directly deposited to the Credit Union. Qualifying retirement funds include Social Security and pension plan distributions. The Retirement Liquid Share Certificate Account is not an IRA Certificate.

The Retirement Liquid Share Certificate Account is a tiered rate account as stated on the Share Rates and Fee Schedule.

ACCOUNT LIMITATIONS

You may make a one (1) time, penalty free withdrawal anytime during the term. The total withdrawal(s) cannot exceed twenty-five percent (25%) of the initial certificate balance during the term of account and the remaining balance after withdrawal must equal at least the minimum balance required for that tier.

You may make minimum deposits of five hundred dollars (\$500), up to maximum deposits of ten thousand dollars (\$10,000), into this account anytime until the maturity date.

➔ ***Freedom IRA Certificate Account***

The Freedom IRA Certificate is a temporary, 4-month term holding account for funds from qualified retirement plans such as 401(k) and deferred compensation plans.

ACCOUNT LIMITATIONS

The Freedom IRA Certificate Account is for new money (money currently not on deposit with Firefighters First Credit Union) only and will not automatically renew for an additional term. There is no minimum dollar amount required to establish this account.

➔ ***Rookie Certificate Account***

Our Rookie Certificate Account is designed for eligible members less than eighteen (18) years of age. The Rookie Certificate must be opened under the minor member's Membership Account.

ACCOUNT LIMITATIONS

You may not make deposits into or withdrawals from this account until the maturity date. See the **EARLY WITHDRAWAL PENALTY** and **EXCEPTION TO PENALTIES** sections. A maximum of three (3) Rookie Certificate Accounts may be opened under the minor member's Membership Account.

TRANSACTION LIMITATIONS

The maximum deposit amount you may make at account opening is two thousand five hundred dollars (\$2,500).

RENEWAL OF ACCOUNT/GRACE PERIOD

Your account will automatically renew at maturity for the same time period as original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of seven (7) calendar days after maturity. If the member reaches eighteen (18) years of age during the term of the certificate, the account will be converted to a Regular Share Certificate Account at maturity for the same time period as the original term at the prevailing rate.

ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

This EFT Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of the Firefighters First Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by the Firefighters First Credit Union is given below, followed by specific disclosure information for each service. As applicable and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an "electronic fund transfer" under Regulation E, subpart A.

PERSONAL IDENTIFICATION NUMBER/PASSWORD

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM Card or Debit Card for transactions that require the use of a PIN. This number should be memorized. **DO NOT** write it on your ATM Card or Debit Card or where it is easily accessible to others. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will get a monthly account statement reflecting all of your transactions unless there are no transfers in a particular month. In any case you will get the statement, sent to most recent address on file, at least quarterly.

YOUR LIABILITY FOR LOST OR STOLEN PIN OR UNAUTHORIZED TRANSACTIONS

Tell us **AT ONCE** if you believe your Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than fifty dollars (\$50) if someone used your PIN without your permission. If you **DO NOT** tell us within two (2) business days after you learn of the loss or theft of your PIN, and we can prove that we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as five hundred dollars (\$500). Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

SPECIAL NOTICE TO VISA® DEBIT CARDHOLDERS

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM

cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or Card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF A LOST OR STOLEN PIN OR AN UNAUTHORIZED TRANSACTION

If you believe your PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (323) 254-1700 or (800) 231-1626, or e-mail us at opsfax@firefirstcu.org, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890.

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

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

- a) through no fault of ours, you do not have enough available funds in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your ATM/Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your ATM/Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (323) 254-1700 or (800) 231-1626 or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890, or email us at opsfax@firefirstcu.org as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. 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.

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 provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.) If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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.

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 within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

CHARGES

In order to obtain the electronic services listed, you must open and maintain a share account. All charges associated with our electronic fund transactions are disclosed in our Share Rates and Fee Schedule which accompanies this Disclosure and Agreement.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior written permission.

ADDRESS CHANGE

Keep the Credit Union informed of your current address in writing with your signature or through Online Banking to ensure correct mailing of monthly statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of designated accounts.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your ATM/Debit Card or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM/Debit Card, PIN or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your ATM/Debit Card, PIN, or account; or
- c) you or any authorized user of your ATM/Debit Card, PIN or account request that we do so.

ADDITIONAL BENEFITS

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

WAIVER OF RIGHTS

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

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

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

Foreign Transactions in Foreign Currency- Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

Foreign Transactions in U.S. Currency- Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. Transactions processed outside of the United States, in U.S. dollars, may be charged a foreign transaction fee of point eight percent (.8%), regardless of whether there is a currency conversion associated with the transaction.

WHO IS BOUND BY THIS AGREEMENT

Each person who signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

SIGNATURES

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

➔ ***Additional Disclosures Applicable to ACH Services***

DOCUMENTATION OF DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (323)254-1700 or (800) 231-1626 or check your account using our Mobile Banking or Online Banking service at www.firefightersfirstcu.org to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us.

DISCLOSURE OF RIGHT TO STOP PAYMENT

a) Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at (323)254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890, or log in to your Online Banking and complete a form at www.firefightersfirstcu.org in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get 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.

c) Liability for failure to stop payment of preauthorized transfer.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

TRANSACTIONS AVAILABLE

You may use your ACH services to perform the following transactions:

- Make deposits to your share or checking accounts;
- Make loan payments;
- Pay bills directly from your share or checking accounts in the amounts and on the days you request.
- Authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us.

➔ ***Additional Disclosures Applicable to ATM/Debit Card Services***

Firefighters First Credit Union offers ATM/Debit Card Services. Please contact the Credit Union for information and for a separate Debit/ATM Card Agreement and Disclosure.

➔ ***Additional Disclosures Applicable to Online Banking Services***

Firefighters First Credit Union offers Online Banking services. The Disclosure and Agreement for this service is available online when you register for the service or you may contact the Credit Union for more information.

➔ ***Additional Disclosures Applicable to Mobile Banking Services***

Firefighters First Credit Union offers Mobile Banking services. The Disclosure and Agreement for this service is available when you access the FireFirstCU application and register for the service or you may contact the Credit Union for more information.

➔ ***Additional Disclosures Applicable to Remote Deposit Capture Services***

Firefighters First Credit Union offers Remote Deposit Capture services. The Disclosure and Agreement for this service is available when you access the FireFirstCU application and register for the service or you may contact the Credit Union for more information.

➔ ***Additional Disclosures Applicable to Popmoney®***

Firefighters First Credit Union offers Popmoney services. The Disclosure and Agreement for this service is available when you access the FireFirstCU application and register for the service or you may contact the Credit Union for more information.

➔ ***Additional Disclosures Related to Wire Transfers and ACH Transactions***

Please read this Agreement and retain it for your records. All agreements and disclosures shall be construed in accordance with the provisions of the Uniform Commercial Code (UCC).

APPLICABLE LAW

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

FUNDS TRANSFER CUT-OFF TIME

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 1:00 p.m. PT (Pacific Time) on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

SERVICE CHARGES/FEES

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint owner or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Share Rates and Fee Schedule for current fees.

SECURITY PROCEDURES

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

USE OF FEDERAL RESERVE WIRE NETWORK (FEDWIRE)

If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

IDENTIFICATION OF BENEFICIARY

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

PROVISIONAL ACH PAYMENTS

The Credit Union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

NOTICE OF RECEIPT OF ACH FUNDS

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

PAYMENT OF DIVIDENDS (OR INTEREST)

If the Credit Union becomes obligated under Article 4A to pay dividends (or interest) to you, you agree that the rate of dividends (or interest) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

FUNDS AVAILABILITY POLICY

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and legal holidays. If you make a deposit before 4:00 p.m. PT (Pacific 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, such as through the credit union's Night Drop, after 4:00 p.m. PT (Pacific 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.

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 same business day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$500 of your deposits will be available on the same business day.

If we are not going to make all of the funds from your deposit available on the same business day we receive 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 by the 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 five thousand dollars (\$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 computer or communications 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 by the second (2nd) business day, unless it is determined that a longer hold, up to the seventh (7th) business day, may be applied.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, we may, at our discretion, apply the following special rules during the first thirty (30) days your account is open. Otherwise, our general Funds Availability Policy will apply.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first five thousand dollars (\$5,000) of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the same business day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over five thousand dollars (\$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 five thousand dollars (\$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 fifth (5th) business day after the day of your deposit.

DEPOSITS AT SHARED BRANCHES LOCATIONS (SERVICE CENTERS)

A shared branch location (service center) is a financial institution not owned or operated by the Credit Union. When you deposit at a shared branch, the first five thousand dollar (\$5,000) of your check deposit will be available to you on the same business day your deposit is received by the shared branch. The excess over five thousand dollars (\$5,000) will be available to you on the second (2nd) business day after the day of your deposit.

DEPOSITS AT THE CREDIT UNION AUTOMATED TELLER MACHINES (ATM)

Our policy is to make the first five thousand dollars (\$5,000) from any deposits (cash or checks) made at automated teller machines (ATM's) we own or operate available to you on the same business day we receive your deposit. The remaining funds will be available two (2) business days after the deposit is received.

We will notify you if we delay your ability to withdraw funds for any of the reasons listed under the heading of "Longer Delays May Apply," and we will tell you when the funds will be available. Funds will generally be available by the seventh (7th) business day.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we do not own or operate will not be available until the second (2nd) business day from the time of your deposit (excluding weekends and holidays). However, the first five thousand dollars (\$5,000) of your deposit will be available on the date of the deposit.

We will notify you if we delay your ability to withdraw funds for any of the reasons listed under the heading of "Longer Delays May Apply," and we will tell you when the funds will be available. Funds will generally be available by the seventh (7th) business day.

LARGE DEPOSIT CONTROL POLICY

The Credit Union has a Large Deposit Control Policy. The policy is intended to manage risk by allowing the Credit Union to monitor large deposits from being made into the Credit Union.

The Large Deposit Control policy is applicable to deposits made into the Credit Union via in-person or electronic channels that equal or exceed seven hundred fifty thousand dollars (\$750,000). Such deposits require the Credit Union's Executive Management's approval. Executive Management may refuse a deposit of more than seven hundred fifty thousand dollars (\$750,000) from any member or organization. The policy also applies to deposits made in increments equaling seven hundred fifty thousand dollars (\$750,000) within a thirty (30) day period.

IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S): UNCLAIMED PROPERTY

State law establishes the procedures for identifying, reporting and surrendering unclaimed property to that state. We may assess a fee for sending you a notice regarding your unclaimed property.

For California Residents: In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, checking, share certificate, or other account, sums for the payment of cashier's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law.

For Arizona Residents: In accordance with Arizona's Unclaimed Property Law, A.R.S. §44-301, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, checking, share certificate, or other account, sums for the payment of cashier's checks, etc.) may be transferred to the Unclaimed Property Unit of the Arizona Department of Revenue if no activity occurs in the account within the time period specified by state law.

For Residents outside of California and Arizona: If that state has no unclaimed property law, California law will be followed.

GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

DEFINITIONS

ACCOUNT AGREEMENT means any share, checking, share certificate, trust, custodial account agreement.

TIS AGREEMENT means Truth In Savings Agreement entitled, "About Your Credit Union Accounts."

MEMBERSHIP & CHANGE OF STATUS APPLICATION

The terms, conditions and information contained in the Membership & Change of Status Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

ACCOUNT OWNERSHIP

The ownership of accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

- Individual Accounts: The account or share certificate is owned by the party named on the Account Agreement ("Account Holder"). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- Joint Accounts: The account or share certificate is owned by the parties named on the Account Agreement ("Account Holders"). Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) named on the Account Agreement.

Unless otherwise specified in the Account Agreement, ownership of Share Certificates will be identical to that of the primary Regular Share Account.

PAYABLE ON DEATH ACCOUNTS

A pay on death account ("P.O.D. Account") is an account payable on request to one (1) or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death

beneficiaries are the person or persons designated as such on the Account Signature Card; you may modify the pay on death beneficiaries by completing a new Account Signature Card or completing a new designation of beneficiary on the form provided by the Credit Union. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two (2) or more Account Owners:

- (i) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- (ii) if two (2) or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Account Signature Card expressly provides for different shares; and
- (iii) if two (2) or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

SPECIAL RULES FOR JOINT ACCOUNTS

Withdrawals by and Liability of Joint Owners – The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are and will be owned by all Account Holders jointly and equally regardless of their net contributions and are subject to the withdrawal of or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

Deposits – The Credit Union may cash or deposit all checks payable to any signer when endorsed by any other signer.

Disputes – If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the account. A notarized signature may be required.

NOTICE

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

ABILITY TO PLEDGE FUNDS

Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

ENFORCEMENT OF LIENS

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of offset and charges, notwithstanding the source of the contribution. The Credit Union will comply with lawful third party liens or levies.

FINANCIAL ABUSE REPORTING

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectibility of funds are subject to dispute; or
- Misuse or abuse of account services;

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

NOTIFICATION OF CHANGES

Each Account Holder agrees to promptly notify us in writing or through Online Banking, of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in circumstance that might affect the ownership or beneficial interests in the Account, including, but not limited to, if an Account Holder dies or is placed under legal guardianship or conservatorship. No changes will be made by the Credit Union to the ownership or beneficial interests in any Account (e.g., the addition or removal of an Account Holder, the addition or removal of a beneficiary, etc.) unless it receives a written instruction signed by all Account Holders and such other supporting

documentation as the Credit Union may require. Notwithstanding, the surviving Account Holder(s) may remove the name of a deceased Account Holder upon presentation of a certified copy of the death certificate. We may, at our option, require a new Account Agreement to be completed before any such changes takes effect. Any such changes shall not affect transactions previously made.

WAIVER OF CERTAIN RIGHTS

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Agreement.

CONSUMER REPORTS

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

NEGATIVE CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

REPORTING INACCURATE INFORMATION

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Firefighters First Credit Union, P.O. Box 60890, Los Angeles, CA 90060-0890, or e-mail us at assetrecovery@firefirstcu.org, so we can investigate.

POST-DATED CHECKS

The Credit Union will treat all checks as though the checks were written on the date presented.

STOP PAYMENT ON CASHIER'S CHECK

In the event that a cashier's check is lost or stolen, you must execute and deliver to the Credit Union a written declaration of loss and claim for reimbursement and/or affidavit acceptable to the Credit Union and the Credit Union must have a reasonable time to act thereon. You further understand that the declaration of loss and claim for reimbursement is not enforceable until the later of (i) the time the declaration of loss and claim for reimbursement is properly delivered to the Credit Union, or (ii) the ninetieth (90th) day following the date of the cashier's check. You agree to indemnify the Credit Union for any loss or claim occasioned by your attempting to or stopping payment on such check.

EXAMINATION OF STATEMENTS

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

NON-CASH PAYMENTS

Non-cash payments deposited into an account may be credited subject to final payment.

FEES AND CHARGES

All accounts shall be subject to service charges in accordance with the Share Rates and Fee Schedule adopted by the Credit Union as amended from time to time.

CREDIT UNION'S RIGHT TO OFFSET

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understands that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s shares and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understands that the Credit Union may enforce this right without further notice except as to Individual Retirement Accounts (IRAs), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

ATTORNEYS' FEES

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

LIMITATION OF SERVICES FOR MEMBERS NOT IN GOOD STANDING

PURPOSE

The Board of Directors has determined that the privilege of Credit Union services available to the members must be reserved for members who are in “good standing” at the Credit Union. This policy provides examples of certain actions that would cause a member to become “not in good standing” and provides guidelines to the types of transactions to which the availability would be restricted to such a member.

SCOPE

This policy shall extend to any member “not in good standing” who seeks member services whether directly or indirectly through a Credit Union account with another person. This policy shall also apply to any person who has access to Credit Union services directly or indirectly through a member who is considered to be “not in good standing” with the Credit Union.

DEFINITION

A member will not be considered to be “in good standing” with this Credit Union if:

- a. the member fails to comply with the terms and conditions of any lawful obligation with this Credit Union and causes the Credit Union to suffer a pecuniary loss;
- b. the member manipulates or otherwise abuses Credit Union services or products to the detriment of the Credit Union’s membership; or
- c. the member engages in threatening, abusive, disruptive, obscene, harassing or illegal behavior or otherwise injures any person or damages any property while on Credit Union premises or at any Credit Union function.

The determination of whether a member is in “good standing” with this Credit Union will be made at the sole discretion of the Executive Management of this Credit Union. Any member deemed to be “not in good standing” will be reported at the next regular board meeting.

“Member services” are hereby defined as any products or services now or hereafter provided by or sponsored by this Credit Union or otherwise made available to Credit Union members, which services shall include, but are not limited to: loans, deposit accounts, checking accounts, ATM services, Service Center (“Shared Branch”) services, notary services, Online Banking, Remote Deposit Capture, Debit Cards and EFT services.

POLICY

The availability of member services for members who are not in good standing with this Credit Union shall be restricted.

Any member whose access to member services is limited pursuant to the foregoing shall be permitted to maintain a dividend bearing share account with the Credit Union and shall be permitted to vote at the annual meeting and special meetings subject to the bylaws and policies of the Credit Union. In the event the member has limited access to member services due to threatening, abusive, disruptive, obscene, harassing or illegal behavior or for injuring any person or damaging any property on Credit Union premises, the Credit Union’s Executive Management, at their sole discretion, may limit further contact with the Credit Union to written communication through the U.S. mail only or other remote access device designated by Credit Union Executive Management. This limitation shall not prohibit a member from exercising his or her rights under federal or state law or regulation (e.g., Regulation “E” or Regulation “Z”).

GOVERNING LAW

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

➔ ***Share Account Agreement***

TRANSFERS TO THIRD PARTIES

During any calendar month, no more than six (6) withdrawals or transfers made to another account at the Credit Union or to a third party by means of a pre-authorized, automatic transfer, online, chat or telephonic order or instruction, whether initiated by check, draft, debit card, or similar order payable to a third party, may be made from each savings account or money market deposit account. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by calling the Credit Union must be counted among the six (6) monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when such transfers or withdrawals are made by mail, messenger, automated teller machine (ATM), or in person, or when such withdrawals are made by telephone (via check mailed payable to the Account Holder).

WITHDRAWALS, PRIOR NOTICE REQUIREMENT

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in the Credit Union’s bylaws.

➔ **Checking Account Agreement**

WITHDRAWALS, APPROVED METHODS

Only blank checks and other methods approved by the Credit Union may be used to withdraw funds from a checking account.

ELECTRONIC CHECK CONVERSION

Upon prior notification from the merchant to the Account Holder, a purchase made with a check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

DEMAND CHECKS

The Credit Union may pay and charge to the applicable checking account, checks drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such checks shall be the same as if it were a check drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such checks. It is further agreed that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

SUBSTITUTE CHECKS AND YOUR RIGHTS

WHAT IS A SUBSTITUTE CHECK?

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

YOUR RIGHTS REGARDING SUBSTITUTE CHECKS

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that the wrong amount was withdrawn from your account or that the money was withdrawn from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, non-sufficient funds check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is a dividend earning account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to two thousand five hundred dollars (\$2,500) of your refund (plus dividends if your account earns dividends) within ten (10) business days after we receive your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than forty-five (45) calendar days after we receive your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW TO MAKE A CLAIM FOR A REFUND

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (800) 231-1626 or write us at P.O. Box 60890, Los Angeles, CA 90060-0890, or e-mail us at opsfax@firefirstcu.org. You must contact us within forty (40) calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and the following information to help us identify the substitute check: the check number, the name of the party to whom you wrote the check, and the amount of the check.

OVERDRAFTS

The Credit Union is under no obligation to pay a check which exceeds the available balance in an account; the Credit Union may, however, pay such a check and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

Order of Posting: The order in which items are paid is important if there are not enough available funds in your account to pay all of the items that are presented. We will pay checks, automated debits (ACH), Debit Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in check number order. For ACH transactions, deposits are posted first then debits are posted by settlement date, then lowest to highest amount. For ATM Card and Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

Actual and Available Balances: It is also important that you understand the difference between your “actual balance” and your “available balance” in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your “actual balance” is the beginning of the day balance after the prior evening’s posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your “available balance” is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any “pending” deposits, checks, transfers and withdrawals or holds on your account). We will use the “available balance” in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand 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 wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled “Funds Availability Policy.” If you have additional questions about your available or actual balance, please see a branch representative or call us at (323) 254-1700 or (800) 231-1626.

Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.

Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.

Example 3: The following transactions are not reflected in your available balance:

- *Any checks you have written that have not yet been presented for payment.*
- *Any automatic bill payments you have scheduled that have not yet been sent.*
- *Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.*

STALE-DATED CHECKS

The Credit Union is under no obligation but may pay a check which is presented more than six (6) months after it is dated. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge.

STOP PAYMENTS

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months, and may be renewed for an additional six (6) month period.

TRUNCATION OF CHECKS

The Account Holder(s) acknowledges that checks are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union’s defenses available under the California Uniform Commercial Code (UCC).

LIABILITY OF CREDIT UNION

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

CLOSURE OF ACCOUNT

The Credit Union may close a checking account at any time. Closure of a checking account will not affect the obligation to pay any outstanding balances or charges owed.

FOR CHECKING ACCOUNTS WITH SHARE OVERDRAFT PROTECTION

If any Account Holder(s) writes a check that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated share account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the check and any associated fees and to credit such charge to this Checking Account. No check overdraft may be paid by charging a share account if, as a result of such charge, that share account would be subject in any one month to more than six (6) withdrawals or transfers by means of a pre-authorized, automatic transfer, online or telephonic order or instruction, whether initiated by check, draft, debit card, or similar order.

FOR CHECKING ACCOUNTS WITH LOAN OVERDRAFT PROTECTION

If any Account Holder(s) writes a check which would result in this Checking Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from their Line of Credit or Credit Card Account as designated by the Account Holder(s), the Credit Union is authorized to make an advance from the designated Line of Credit or Credit Card Account, and to credit the advance to this Checking Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such check and any associated fees.

OVERDRAFT SERVICES AGREEMENT (PREMIUM OVERDRAFT AND PREMIUM OVERDRAFT PLUS)

In this Overdraft Services Agreement ("Agreement"), the words "you," "your," and "yours" mean each and all of those who use the Overdraft Services described below. The words "we," "us," "our," and "Credit Union" mean Firefighters First Credit Union.

An "overdraft" occurs when a check or other item drawn against your checking account exceeds the available balance in your account. Your "available" balance may be less than your actual balance (see Overdrafts: Actual and Available Balance). Overdrafts can also occur when: (1) an item deposited by you is returned to us unpaid by the payor financial institution and charged back against your account; (2) fees or other service charges are assessed against your account in accordance with your Account Agreement for which there are insufficient available funds; or (3) transactions are initiated by you before funds from an item deposited by you become "available" according to our Funds Availability Policy.

The Credit Union recognizes that sometimes you may overdraw your checking account. Pursuant to our commitment to provide valued service and benefits, we may decide to honor items for which there are insufficient funds, pursuant to the terms and conditions of this Agreement. This is the Credit Union's Overdraft Services Program. The Credit Union provides the Overdraft Services Program as an accommodation to you and is not obligated to do so, even when it has done so in the past.

The Credit Union is under no obligation to pay a check or other item that exceeds the available balance in your account. The Credit Union may, however, in its discretion, pay such a check or item and recover the amount of the resulting overdraft from you, plus a service charge as set forth in our Share Rates and Fee Schedule.

The Overdraft Services programs are not credit products and require no application or credit approval process. Organization/Business accounts are not eligible for Overdraft Services.

The Credit Union offers two Overdraft Services programs: Premium Overdraft and Premium Overdraft Plus.

The Premium Overdraft Services and the Premium Overdraft Plus Services are a discretionary privilege offered members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

PREMIUM OVERDRAFT SERVICES

Under the **Premium Overdraft Services**, the Credit Union may honor overdrafts for which there are insufficient available funds on:

- Checks
- Electronic transfers
- Telephone-initiated transfers
- Preauthorized payments under our Bill Pay Service
- ACH transactions
- Non-recurring preauthorized transfers.

We will not pay your overdrafts for:

- ATM transactions
- Visa Debit Card transactions
- PIN and Point-of-Sale transactions at a merchant, online or by telephone
- Charges for recurring transactions occurring as a result of providing your Visa Debit Card number (e.g., utility, cable, gym membership, etc.).

For information about overdraft coverage for these transactions, see Premium Overdraft Plus Services.

Any Premium Overdraft payment will be made on a case-by-case basis, in our sole and absolute discretion.

We will not pay any overdraft if doing so would exceed your Premium Overdraft Limit for your combined checking account balances (including any applicable fees).

PREMIUM OVERDRAFT PLUS SERVICES

In addition to the Premium Overdraft Services, under the Premium Overdraft Plus Services, the Credit Union may also honor overdrafts for which there are insufficient available funds on the additional items described below subject to your affirmative consent (opt-in).

Unless the Credit Union currently has your **affirmative consent (opt-in)** on file, we will not pay your overdrafts for:

- ATM transactions
- Visa Debit Card transactions
- PIN and Point-of-Sale transactions at a merchant, online or by telephone
- Charges for recurring transactions occurring as a result of providing your Visa Debit Card number (e.g., utility, cable, gym membership, etc.).

You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for these transactions, please contact us at (800) 231-1626. Complete and sign the Premium Overdraft Plus Authorization form (available on Online Banking, or upon request by phone or in person) and mail it to us at P.O. Box 60890, Los Angeles, CA 90060-0890. The Credit Union will provide you with written confirmation of your opt-in choice.

You may also revoke your consent using the same methods.

Any Premium Overdraft Plus payment will be made on a case-by-case basis, in our sole and absolute discretion.

We will not pay any overdraft if doing so would exceed your Premium Overdraft Plus Limit for your combined checking account balances (including any applicable fees).

ADDITIONAL TERMS APPLICABLE TO PREMIUM OVERDRAFT SERVICES AND PREMIUM OVERDRAFT PLUS SERVICES

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the applicable fee (see Fees below). You will be notified by mail (or electronically, if you have agreed to receive such notices electronically) of any checks or other items presented against your account for which there were insufficient available funds, whether that item was paid or returned, and any fee assessed; however, you understand that we have no obligation to notify you before we pay or return any check, item, or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

When an overdraft is paid through the Overdraft Services, you agree to immediately pay all sums, including applicable fees and charges, incurred by you or any other person you permit to use your checking account(s) and/or who causes an overdraft on your checking account(s).

You understand that items presented for payment on the same day will be paid in sequential check number order or, if no check number, then by date of presentation for payment. This means that items may not be processed in the order in which they occurred. (See Overdrafts: Order of Posting.) You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your checking account(s).

Qualifications:

You may be eligible for the Overdraft Services if:

- You maintain your membership in good standing;
- You have a regular share account with the Credit Union with a current balance of at least five dollars (\$5);
- Your checking account must be open for a minimum of sixty (60) days;
- Your checking account must not have a negative balance on the last business day of the month (when qualification is established);
- You must not be more than thirty (30) days delinquent or be in default in any other respect on any loan or other obligation to us; and
- The primary account holder must be eighteen (18) years of age or older.

Overdraft Limits:

If you meet the above qualifications, you may qualify for one of the following Premium Overdraft and Premium Overdraft Plus limits:

LIMIT	QUALIFICATIONS
\$ 3,000.00	Thirty (30) day average Shares/Certificate balances five thousand dollars (\$5,000) and above.
\$ 1,500.00	Thirty (30) day average Shares/Certificate balances between five hundred dollars (\$500) and four thousand nine hundred ninety-nine dollars (\$4,999).
\$ 750.00	Thirty (30) day average Shares/Certificate balance of zero (\$0) and four hundred and ninety-nine dollars (\$499).

Your Overdraft Services limit will be established by the Credit Union in its sole and absolute discretion and may change each month.

Fees:

The **NSF/Premium Overdraft Fee** is a flat fee that will be charged to your checking account, in accordance with our Share Rates and Fee Schedule, **for each overdraft that is presented and paid** by the Credit Union on the following items for which there are not sufficient available funds in the account:

- Checks
- Electronic transfers
- Telephone-initiated transfers
- Preauthorized payments under our Bill Pay Service
- ACH transactions
- Non-recurring preauthorized transfers.

The **NSF Fee** is a flat fee that will be charged to the applicable checking account, in accordance with our Share Rates and Fee Schedule, for **each overdraft item that is returned unpaid** due to insufficient available funds. The NSF/Premium Overdraft Fee and the Premium Overdraft Plus Fee are the same as our NSF Fee.

The **Premium Overdraft Plus Fee** is a flat fee that will be charged to your checking account, in accordance with our Share Rates and Fee Schedule, **for each overdraft on any transaction over \$25 that is presented and paid** by the Credit Union on the following items for which there are not sufficient available funds in the account:

- ATM transactions
- Visa Debit Card transactions
- PIN and Point-of-Sale transactions at a merchant, online or by telephone
- Charges for recurring transactions occurring as a result of providing your Visa Debit Card number (e.g., utility, cable, gym membership, etc.).

More than one fee may be assessed against your checking account(s) per day, depending upon, among other things, the number of overdrafts paid through the Premium Overdraft Service and/or the Premium Overdraft Plus Service, or returned unpaid. **There is no limit to the number of fees you may be assessed in a single day.**

Repayment:

The total of any overdrawn amount (negative balance) in your checking account(s), including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit with us sufficient funds to cover any such amounts, but in no case more than three (3) business days from the date of the notice sent to you. If you fail to cover the total overdraft amount within the time specified, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

You agree that we have the right to transfer available funds from any of your accounts with us to your checking account in order to cover the amount of any overdraft and related fees. You understand and agree that we may transfer such funds as from any other account(s) you may have with us (excluding IRA accounts), including account(s) upon which you are a joint owner.

In addition to any other rights that we may have, you agree that any deposits or future deposits in, or other credits to, any account in which you may now or in the future may have an interest, are subject to our right of offset for any liabilities, obligations, or other amounts owed to us by you (e.g., overdrafts and related fees and charges). These rights shall apply irrespective of any contribution to the account or source of funds in the account.

Default:

You will be in default under the terms of this Agreement if you fail to comply with any of its terms and conditions, if you are in default on any loan obligation with us, or if 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 your overdraft privileges, terminate your Overdraft Services, require immediate repayment of the entire unpaid negative balance, and/or close your checking account(s).

You agree to pay any collection costs, attorneys' fees, and court costs which we or you shall or may incur as a result of your default.

We may terminate or suspend the Overdraft Services at any time without prior notice. In no event shall any termination relieve you of your obligation to repay any overdrafts already incurred, including any fees, collection costs, and attorneys' fees, if any. We reserve the right to delay enforcing any of our rights under this Agreement without waiving them.

Opt-Out:

If you prefer not to have the Premium Overdraft Services or the Premium Overdraft Plus Services, please contact us at (800) 231-1626, Monday through Friday, 7:00 a.m. to 4:00 p.m. PT (Pacific Time) and we will remove the specified Overdraft Services from your checking account(s).

Unless you "opt out" of the Overdraft Services, you consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited to your Checking Account(s). Each person who causes an overdraft, which is paid by us, is a maker and agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Agreement. We reserve the right to limit Overdraft Services to one (1) account per household or member without notice of reason or cause.

