ALL ABOUT YOUR

Firefighters First Account Disclosures

Arbitration and Waiver of Class Action
Share Account Agreement and Truth in Savings
Disclosure Funds Availability Policy and Substitute
Checks Disclosure Account Balances and Liability for
Overdrafts
Electronic Fund Transfer
Funds Transfer Agreement and Notice
Member Conduct and Limitation of Services Policy

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

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FirefightersFirst
CREDIT UNION

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Foreword

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

This Account Agreements and Disclosures booklet is effective September 29, 2021 and supersedes any conflicting terms and conditions contained in the any prior versions or amendments. Throughout this booklet, the booklet is referred to as the "Account Agreement."

Throughout this Account Agreement, the words "you," "your," and "yours" mean each and all of those (whether one or more persons) who are subject to the Account Agreement as a result of signing an Membership/Change in Status Application ("Signature Card") for each respective account. The words "we," "us," or "Credit Union" mean Firefighters First Federal Credit Union.

Part I – Arbitration and Waiver of Class Action

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

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

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

3. **Claims Arising Prior to Effective Date: THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.

4. **Arbitration Proceedings:** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under the California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules, subject to limitations under the Federal Arbitration Act. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorney's fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees. However, if the Credit Union prevails, then you will not be required to pay our attorneys' fees and cost.

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

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

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

7. **Survival:** This Arbitration Agreement will survive termination of the Account Agreement.

8. **Right to Opt-Out:** You have the right to opt-out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within sixty (60) days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at P.O. Box 60890, Los Angeles, CA 90060-0890 within such sixty (60) day time period. If you fail to opt-out within this sixty (60) day time, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Account Agreement or your relationship with the Credit Union.

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

Part II – Share Account Agreement and Truth in Savings Disclosure

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

1. You must be and remain a member in good standing to maintain any account.

2. In order to become a member, you must purchase and maintain a minimum of one (1) regular share of this Credit Union. The par value of a share in this Credit Union is $5. If you fail to complete the purchase of one (1) share within one (1) month of your admission to membership, or within three (3) months from the increase in the par value of shares, or if you reduce your Share Account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within three (3) months of the reduction, you may be terminated from membership at the end of a dividend period. The maximum amount of shares that may be held by any one (1) member will be established by resolution of the Credit Union's board of directors.

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

4. In addition to providing us with your name, residential address, phone number and date of birth, we will require you to provide us with current government issued picture identification and a Social Security Number (SSN) or Employer Identification Number (EIN) (generically referred to as a Taxpayer Identification Number or TIN). We will further require you to certify (confirm) for IRS reporting purposes that the SSN or EIN matches the name and address, and indicate whether you are currently subject to backup withholding and whether you are a U.S. citizen or U.S. person. If the IRS indicates that there is a problem with the name and number provided by you for the account or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payment to the IRS. Upon the death of the primary owner, we must be provided with the estate's or successor's TIN or we may either refuse to pay dividends earned on the account since the date of the death or withhold a portion of the dividends that have been earned on the account since the date of the death.

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

6. Except as otherwise provided herein, we reserve the right to change, replace, or delete any provision of or establish new provisions to this Account Agreement upon thirty (30) days written notice to the extent required by applicable law; however, no prior notice will be provided if applicable law does not require us to send you notice before making changes.

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

8. All accounts are subject to our *Share Rates & Schedule of Fees and Charges*, which accompanies this Account Agreement and is incorporated by this reference. We will debit such charges against any account you own (including accounts on which you are a joint owner) except your IRA without prior notice to you. Only fees related to an IRA will be deducted from an IRA. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.

Operation of Accounts

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

10. Shares may be transferred only from one (1) member to another, and only using a written instrument in a form prescribed by the Credit Union. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of share by nonmembers. If shares are pledged as collateral for a Credit Union loan, such shares cannot be withdrawn unless approved in writing by a Credit Union 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.

11. You may be required to request changes to your accounts in writing. We are not required to act upon instructions received by facsimile, and we have the right to require additional information from you before we act on any request. We shall have no liability or responsibility to you or to your heirs, executors, assignees, or representatives when acting upon the reasonable interpretation of your requests.

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

13. There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending investigation, including one or more of the following circumstances: (1) your account is involved in any legal or administrative proceeding; (2) we receive conflicting information or instructions regarding account ownership, control or activity; (3) we suspect that you may be the victim of fraud, scam or financial exploitation, even though you have authorized the transaction(s); (4) we suspect that any transaction may involve illegal activity or may be fraudulent; (5) we are complying in our sole judgement, with any federal or state law or regulation, including federal asset control and sanction rules, and anti-money laundering rules, and/or with our policies adopted to ensure that we comply with those laws; or (6) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.

14. If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to joint owners, payees, trust account beneficiaries, business owners, association or business directors, members, or trustees, or a payable on death account, you agree that we may, without liability to you or your beneficiaries and in our sole and absolute discretion, take one or more of the following actions: (1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (3) interplead all or any portion of the funds from an account into an appropriate court for

resolution; or (4) restrict access to the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing us to distribute the funds. We may charge your account for expenses (including attorneys' fees and expenses) and fees we incur.

15. We may recognize the signature of anyone who signed a Signature Card as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this Account Agreement and/or a Signature Card will be valid and discharge us from liability. Without limitation to the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds. In addition, if we receive written notice from any account owner that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) will become effective only upon receipt and after we have had a reasonable opportunity to act thereon; however, our release of amounts to an account owner in contravention to any instructions from another account owner shall not in result in liability for us.

16. We may, without prior notice and when permitted by law, exercise our right of offset against any of the funds in any of your accounts against any debt (whether or not matured, due, payable, in default or accelerated) or obligation that you owe us, now or in the future, by any of you having the right of withdrawal.

This right of offset does not apply if prohibited by law. For example, we will not exercise our right of offset: (1) against an Individual Retirement Account (IRA) or similar tax-deferred account, or (2) if the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest). We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against your account. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to the exercise of our right of offset.

We will also have the right to place an administrative hold on such funds pending offset. We may apply all funds in a joint account to satisfy a debt owed to us by any one or more of the joint owners. In addition, we may, after the death of any account owner, offset against a joint account or an account with payable-on-death beneficiaries the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner's death.

Moreover, you knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in your account for share-account-related disputes to the maximum extent permitted by applicable state and federal law.

Notifications and Records

17. You can contact us about your accounts and services at the addresses and numbers listed in this paragraph:

- Change of Address: 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 submit electronically in Online Banking.
- Opt Out of Arbitration per Part I Paragraph 8: Notify us in writing at P.O. Box 60890, Los Angeles, CA 90060-0890.
- Revoke Consent to Automatic Telephone Dialing: call us at (323) 254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890.

- Lost or Stolen Checks: call us at (323) 254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890.
- Lost or Stolen Access Device/PIN: call us at (323) 254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890.
- Lost or Stolen Card: call us at (323) 254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890.
- Questions about Electronic Services: call us at (323) 254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890.
- Optional Overdraft Protection Services Opt-Out or Opt-In: 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 submit electronically in Online Banking.
- Premium Overdraft Opt Out: call us at (323) 254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890.
- Premium Overdraft Plus Opt-Out or Opt-In: to opt-out, please 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 submit electronically in Online Banking. To opt-in to Premium Overdraft Plus, you must either write to us at P.O. Box 60890, Los Angeles, CA 90060-0890 or submit electronically in Online Banking.
- General Account Information / Opening and Closing Accounts: call us at (323) 254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890.

18. Except as expressly provided otherwise in this Account Agreement, we will mail, send electronically, or otherwise make available to you, your periodic statements, notices and other information regarding your account (collectively "account-related information") to the postal or electronic address of the owner as reflected in our records for your account. If there is more than one owner on your account, we may send account-related information to any one of them. If your account is in a combined statement, your statement will be sent to the address associated with the Share account in the combined statement. Mailed account-related information will be deemed to have been delivered the second business day following the day it was mailed. Account-related information made available electronically will be deemed to have been delivered when we make it available to you.

You will exercise reasonable care and promptness in examining your statements. You must promptly notify us of, and reimburse us for, any erroneous credit to your account. Within thirty (30) days after we mail or otherwise make statements available to you, you must notify us of any claim for credit or refund due to an unauthorized transaction (unless the unauthorized transaction is the result of an electronic fund transfer, then the provisions of the Electronic Services Agreement and Disclosure included at Part V of this Account Agreement will apply). For purposes of this Account Agreement, an unauthorized transaction is a transaction that was not authorized by you. However, if you provided someone authorization to transact on your account, any transaction by that person is considered authorized even if he or she exceeded any authority you provided. An unauthorized transaction includes but is not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, an alteration, or otherwise a transaction that was not authorized by you or someone you authorized. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if: (1) we suffer a loss on the item because of your failure; or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us.

19. In order for us to service your account or to collect any amounts you owe, you agree that we may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your

account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. You confirm and represent to us that you will not provide any telephone number to us 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. You further agree that, in order for us to service your account or to collect any amounts you owe, we may send e-mails to you at any e-mail address you provide to us. You may revoke this consent at any time by notifying us in a manner that is likely to provide us notice in time to process that revocation before we make any further calls or send any further texts, such notice in writing at P.O. Box 60890, Los Angeles, CA 90060-0890, by calling us at (323) 254-1700 or (800) 231-1626, or by texting "STOP" to us at (323) 254-1700.

20. Unless otherwise prohibited by the laws governing your account, if two or more account-related information documents are returned, or, in the case of online statement email notifications the email notice is returned undeliverable we may classify your account as "inactive." This means we may discontinue sending and may destroy account-related information sent to you until you provide a valid postal or electronic address to us, and/or restrict services due to you not being in good standing.

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

22. You agree to notify us promptly of any change of address in writing at P.O. Box 60890, Los Angeles, CA 90060-0890 or by calling us at (323) 254-1700 or (800) 231-1626 or logging into Online Banking.

23. You agree to notify us immediately of the death or court declared incompetence of any owner of your account. You agree to inform each owner of your account of the obligation to notify us of such an event as well. If you die or are declared legally incompetent, we can continue to accept and collect items deposited to your account until we know of your death or adjudication of incompetency and have a reasonable opportunity to act.

24. You understand and agree that we must comply if we are served with any "facially valid" notice of garnishment or of attachment, tax levy (including without limitation, any "notice of levy"), withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to your account that we know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. You direct us not to contest any such notice of legal process and understand that we are under no obligation to notify you of the legal process unless required by applicable law. You agree that you must contest any such legal process or our compliance with it directly with the third party issuing the legal process, and not with us. We may charge a Legal Services fee, as set forth in our *Share Rates & Schedule of Fees and Charges*, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. You understand and agree that if a subpoena or legal process requires us to release information about an owner on an account, we must comply with such request and the information released pursuant to such subpoena or legal process may include information about other owners on the account, even if their information was not expressly requested by the subpoena or legal process. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served any legal process, we may charge such costs to your account. You understand and agree that funds we hold or set aside in response to legal process will not earn dividends. You agree to reimburse us costs and damages associated with our compliance with any process that we know or otherwise believe in good faith to be valid.

25. You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time, including obtaining your credit report for legitimate business purposes. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences with you to others.

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

27. We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account and that these records will be available to you for the time period required by law. You agree to pay applicable fees as listed in our *Share Rates & Schedule of Fees and Charges*.

28. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. We may treat all or any joint account owners, pay on death beneficiaries after the death of all account owners, successor trustees, or administrator of the estate of an individual who died while an account owner as an Owner for the purposes for accessing historical information (including statements and transaction information) about your accounts. We will disclose information to third parties about your account or transfers you make in the following circumstances:

a. When it is necessary to complete a transaction, including an electronic transaction; or

b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

c. In order to comply with a government agency, court order, or any legal process; or

d. If you give us permission in writing.

Closing Accounts, Disputes, and Restrictions on Services

29. We or you may close any of your account(s) at any time. If you would like to close any of your accounts with us, you must provide us with written notice or by calling us at (323) 254-1700 or (800) 231-1626. If an account is closed, we may send the collected balance on deposit in your account less any fees, claims, offsets, or other amounts you are responsible for, by regular mail to your most recent address shown in our records. Items presented for payment after the account is closed may be dishonored. We may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in your account; (4) any checks are lost or stolen; or (5) we deem it necessary in order to prevent a loss to us.

30. You understand and agree that we may terminate account products at our option without written notice to you. We may also suspend offering account products from time to time at our discretion without notice to you.

31. You agree that you will not use your accounts or our services to conduct any illegal transaction or engage in any activity which is illegal under local, state, or federal law. Restricted transactions are prohibited from being processed through your account or banking relationship with us. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling.

You agree that you will not use our services to manipulate our or other institutions' accounts or rewards programs, or the financial system in general. Examples of abuse of accounts and services or manipulation of accounts includes, but is not limited to, points schemes, loan kiting, check kiting, data manipulation, check alteration, submission of false information, or any behavior that does not have a direct consumer or household purpose.

You agree that violations of other agreements with us or related to us will also be a violation of this agreement. This includes loan documents with us, and any other agreement with us, including but not limited to electronic services, web services, or other agreements for services. You further agree that violation of insurance agreements or investment agreements offered through us, our affiliates, or through referrals from us are also violations of this agreement.

Additional General Terms

33. You agree that your telephone and electronic communications with us may be monitored and recorded to improve member service and security.

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

35. Our delay in enforcing any of the terms and conditions of this Account Agreement will not prohibit us from enforcing such terms and conditions at a later date. Any waiver by us shall not be deemed a waiver of other rights or of the same rights at another time. You hereby waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Account Agreement.

36. If a disaster occurs there may be an unforeseen delay in our ability to make funds available and to process deposits or otherwise perform under this Account Agreement. In addition to natural disasters, the failure of communication or computer systems can also cause unforeseen delays.

37. An action or proceeding by you to enforce an obligation, duty, or right arising under this Account Agreement or by law with respect to your account must be commenced within one (1) year after the cause of action accrues. If you have failed to examine your statement and report any unauthorized item one (1) year or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.

38. Except as otherwise provided above in Part 1, if any of the provisions of this Account Agreement, are determined to be void or invalid, the remainder of the Account Agreement shall remain in full force and in effect.

39. You agree to pay our costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss when there is reason to believe the deposited item would be returned unpaid, such as prior deposits of checks from the same payor were returned unpaid.

40. You acknowledge that we may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required by applicable law, we have the right to restrict access to the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees), arising out of or related to any action or inaction related to the matters described in this paragraph.

41. You agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Account Agreement or as a result of your failure to abide by its terms, including but not limited to those arising from:

a. A third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
b. Any fraud, manipulation, or other breach of this Account Agreement by you;
c. Your violation of any law or rights of a third party; or
d. Your provision of access to your account(s), services, or electronic services to any third party.

42. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of accounts or the electronic services by you or a joint account owner or other authorized person.

43. **YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS ACCOUNT AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.**

44. You understand and agree that accounts and electronic services are provided "as-is." Except as otherwise provided in this Account Agreement or as required by law, the Credit Union assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any communications, personalization, or electronic settings. You understand and expressly agree that the use of electronic services is at your sole risk, and that any material and/or data downloaded or otherwise obtained through the use of electronic services is downloaded or obtained at your own discretion and risk, and that you will be solely responsible for any damages, including without limitation damage to your computer system or mobile device or loss of data that results from the download or the obtaining of such material and/or data.

45. Except as expressly set forth in this Account Agreement, the Credit Union disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third party rights, regarding its services, including electronic services. The Credit Union makes no warranty or representation regarding the results that may be obtained from the use of electronic services, the accuracy or reliability of any information obtained through electronic services, the accuracy of any information retrieved by you from the accounts or that the electronic services will meet any user's requirements, be uninterrupted, timely, secure, or error free.

46. In the event of wrongful dishonor that occurs by mistake, our liability shall be limited to actual damages. The measure of damages for failure to exercise ordinary care in handling a check is the amount of the item reduced by an amount that could not have been realized by the use of ordinary care.

47. You may not assign this Account Agreement to any other party. The Credit Union may assign this Account Agreement at any time in its sole discretion. The Credit Union may also assign or delegate any of its rights and responsibilities under this Account Agreement to independent contractors or other third parties.

48. Headings in this Account Agreement are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Account Agreement.

49. This Account Agreement as well as all of your share accounts will be interpreted and subject to applicable federal law and the laws of the State of California, without resort to California's conflicts of law rules and to the extent that California law is not inconsistent with federal law.

50. State law establishes procedures under which unclaimed property must be surrendered to the state. We will comply with the unclaimed property laws of the state based on the last known address of record. In the State of California, funds in your account are considered unclaimed if a period of three (3) years has elapsed since the last time you:

a. Increased or decreased the amount of funds on deposit with us or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your accounts with us; or

b. Corresponded in writing or electronically with us concerning the funds on deposit; or

c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with us.

The funds in your share account will not be surrendered to the state of California, however, if, during the previous three (3) years, you have owned another share account (or individual retirement or similar account) with us and, with respect to that share account, you have done any of the acts described in paragraphs (a), (b), or (c) above (or, with respect to an individual retirement or similar account, you have increased or decreased the principal, accepted payment of principal or income, or corresponded electronically or in writing concerning the property or otherwise indicated an interest), and, with regard to the funds in the share account that would otherwise be surrendered to the state, we have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with you at the address to which communications regarding the other share account are regularly sent.

We may charge a fee for mailing you a notice regarding your unclaimed property as set forth in our *Share Rates & Schedule of Fees and Charges*. To recover funds turned over to the state, you must file a claim with the state. Once funds are surrendered to the state, we no longer have any liability or responsibility with respect to the funds.

Section 2. General Terms Regarding Account Ownership, Agents, and Beneficiary Designation for All Accounts

1. These rules apply to your accounts depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We may also refuse to open an account or add an additional owner or beneficiary for any reason, or otherwise refuse to do business with an individual. We make no representations as to the appropriateness or effect of the ownership and beneficiary designation, except as they determine to whom we pay the account funds. You may open an account either by yourself, referred to as an "individual account," or with another person or persons, and referred to as a "multiple-party account" or a "joint account." For purposes of this Agreement, we use the term "joint account."

2. We may rely solely on our records to determine the form of ownership of your account. We may presume that any person named in addition to you in our records for your account owns the funds in your account with you as a joint owner, unless our records indicate that the person has some other relationship to the account. Ownership for all accounts will be established and determined by the most recent Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Signature Card and a new account number will be assigned.

3. If you want to change your account in any way, you must properly complete additional forms provided by us, which shall not be effective until delivered to and accepted by us. We are authorized to rely solely on the documentation we have in our possession. On behalf of yourself, your beneficiaries, and your heirs, you hereby agree to indemnify us and hold us harmless from any and all liability upon our reliance on such documentation.

4. The word "owner(s)" on a Signature Card or in this Account Agreement means the owner in the case of an individual account, and it means the owners (both as an individual and as a group) in the case of a joint account.

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

6. **Joint Account:** A joint account is an account owned by two or more persons. All joint owners agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s), including all dividends thereon, if any, are and will be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). A right of survivorship arising from the express terms of a joint account cannot be changed by a will. We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.

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

Unless otherwise agreed in writing between you and us, each joint owner, without the consent of any other joint owner, may, and hereby is authorized by every other joint owner, to conduct any transaction permitted under this Agreement, including without limitation: (1) to withdraw all or any part of the account funds; (2) to pledge the account funds as collateral to us for any obligation, whether that of one or more joint owners; (3) to endorse and deposit checks and other items payable to any joint owner; (4) to give stop payment orders on any check or item, whether drawn by that joint owner, or not; (5) to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Premium Overdraft Service; and (6) to close the account, with the disbursement of account proceeds as instructed by the joint owner. While any owner may change, add or close a joint account and/or a service acting alone, we may require all joint owners to consent in writing to the addition or removal of any owner to or from the account. All owners agree that we have no duty to notify the owners of the account of any transaction, change, addition or closure of an account or service by any owner acting alone.

All account owners, jointly and severally, are liable for all transactions, changes, additions or closure of an account or service, and for any charges, fees, losses or liabilities incurred for any transaction, change, addition or closure of an account or service regardless of which owner conducted or benefited from the transaction, change, addition or closure. If any owner owes us money for any reason, we may enforce our right of offset against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.

7. **Payable-on-Death Designation:** A payable-on-death (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetime, and upon the death of the last account owner, payable first to us to the extent of any outstanding matured or unmatured debts owed to us by you, and second, to your designated POD payee(s). If the account is a joint account, all sums are payable to one or more account owner(s) during their lives and on the death of all of them, first to us to the extent of any outstanding matured or unmatured debts owed to us by any of you, and second, to one or more POD payees then surviving. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship and disbursement will be made in equal shares to each of the beneficiaries. Any POD designation will not apply to Individual Retirement Accounts (IRAs) which will be governed by a separate beneficiary designation. The Credit Union does not have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account. You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a POD beneficiary on your account(s). If a POD beneficiary on the account dies before you, it is your responsibility to notify us and change the account accordingly.

8. **Rights at Death.**

a. **Individual Account Without Payable-on-Death Designation:** Upon your death, the funds in the account will go to your estate and can be claimed by your legal representative or claimant subject to the terms of this Account Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.

b. **Individual Account with Payable-on-Death Designation:** Upon your death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Account Agreement) upon proof of your death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

c. **Joint Account without Payable-on-Death Designation:** When one owner dies, his or her interest in the account and the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this Account Agreement. Upon the death of the final owner the funds in the account belong to that owner's estate and can be claimed by that owner's legal representative or claimant subject to the terms of this Account Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.

d. **Joint Account with Payable-on-Death Designation:** Upon the final owner's death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Account Agreement) upon proof of death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

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

10. **POA:** If you choose to appoint an attorney-in-fact or agent to act on your behalf pursuant to a power of attorney ("POA"), we may rely on instructions provided by the attorney-in-fact or agent and will have no liability or responsibility to verify the transactions. The POA must be properly executed, facially valid under applicable law and the form of appointment must be acceptable to us. In accordance with the terms of the POA, the attorney-in-fact or agent you designate to act on your behalf will be authorized to transact business on your account(s) pursuant to the terms of such POA.

Notwithstanding the foregoing, we reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA. You further agree that unless prohibited by law, we may refuse, with or without cause, to accept or otherwise act under a POA, which you grant to others.

If we choose to accept the POA, you understand and agree that we may act under the terms of such POA and to the extent permitted by law, revocation of the POA will not become effective until we have received written notification thereof. You agree to indemnify and hold us harmless for any claims that may arise against us because of our reliance on a POA.

We are not liable for any transactions by an attorney-in-fact or agent for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the attorney-in-fact or agent, or you are adjudicated totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

11. **Terms and Conditions Applicable to Trust Accounts:** You may open an account to hold the funds of your trust and be named as trustee on our Trust Account Application. A person named as a trustee on the Trust Account Application has the same rights, responsibilities and liabilities as an owner of an account under this Account Agreement to open, change, add or close an account or service. Each trustee understands that any trustee acting alone may change, add or close the account and/or a service, and that his or her signature on the Trust Account Application or continued use of an account or service confirms his or her agreement to any later change, addition or closure of an account and/or service by any other trustee on the account. While any trustee may change, add or close the account and/or a service acting alone, we may require all trustees to consent in writing to the addition or removal of any trustee to or from the account. All trustees agree that we have no duty to notify the trustees of the account of any transaction, change, addition or closure of an account or service by any trustee acting alone.

a. Trustee(s) affirm that the successor trustee(s) are bound under the Trust Instrument to serve, and are authorized and fully qualified to act as trustee(s) in the event that all of the trustee(s) named in the Signature Card or Trust Account Application resign, die, become incapacitated, or otherwise become unable to act as trustee(s) of the Trust. The Signature Card or Trust Account Application will not be approved unless successor trustee(s) are designated.

b. We may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account or making changes to the account.

c. We are not required to know, understand, interpret, or enforce the terms of your written trust instrument. The Credit Union is not required to keep any Trust Instrument in its files and is not liable for the contents of a Trust Instrument. THE CREDIT UNION HAS NOT RECEIVED A COPY OF THE TRUST INSTRUMENT AND SHALL IN NO EVENT BE LIABLE FOR ITS CONTENTS.

d. You acknowledge that the account is governed by the applicable terms and conditions set forth in this Account Agreement and by the terms and conditions set forth in the Trust Account Application that you will be asked to sign when the account is opened.

e. Trust accounts are not subject to the Multiple Party Accounts law.

12. **Terms and Conditions Applicable to Fiduciary Accounts:**

a. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement or as an executor, administrator, conservator, or guardian under court orders. By the authority vested in you as a fiduciary, you, acting individually or jointly, are authorized and empowered to transact business of any character in connection with this account. Your authority will continue in force until written notice to the contrary is received by us.

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

c. Funds in a fiduciary account may not be pledged as security for any loan(s).

d. Fiduciary accounts are not subject to the Multiple Party Accounts law.

13. **Terms and Conditions Applicable to All Sole Proprietorship Accounts:**

a. You affirm that you are the sole proprietor of the sole proprietorship named on the Account Signature Card. We may pay out funds with your signature, or the signature of any other signers

designated by you. We may accept and/or endorse checks made payable to you or to the sole proprietorship named on the Signature Card that we receive for deposit.

b. You may pledge any or all of the funds on deposit in the account as collateral security to any loan(s) subject to then current loan policies.

c. Sole proprietorship accounts are not subject to the Multiple Party Accounts Law.

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

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

Withdrawals

2. You understand and agree that we have the right to restrict the amount of cash each member may transfer or withdraw in a 24-hour period.

3. We reserve the right to require you to give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any account except checking accounts.

4. For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. Arrangements for large cash withdrawals may be made with the Branch Manager at the branch location of our choice. Large cash withdrawal requests may require up to seven (7) calendar days advance notice to process. You understand and agree that you will be responsible for all fees that may be assessed by a third party on the Credit Union in connection with your request (e.g. cash delivery charges). In addition, you may be asked to sign a form releasing us from any liability.

Deposits

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

6. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, your account number, and where you want your deposit to go.

7. You understand and agree that it is our policy not to accept for deposit checks payable to anyone other than an Owner on the account (third party checks).

8. All deposits are subject to verification. You agree that if our count differs from yours, our determination of the amount of a deposit will be considered the correct one.

9. Deposits will be made available for withdrawal by you or to cover other payments in accordance with Part III below regarding Funds Availability.

10. You agree that we will not be responsible for any damages you incur in the event you deposit an item with us which is subsequently returned unpaid by the paying bank and that return is “late” due to markings on the back of the item caused by you or a prior endorser.

11. All payees listed on a check must sign the check that is deposited or cashed, and must be a joint owner on the account, present a valid government-issued identification or have their endorsements guaranteed by

another financial institution. All multiple party checks without proper identification are subject to being returned. Notwithstanding the foregoing, you authorize us, in our discretion, to accept checks and other items for deposit into any of your accounts (collectively, "item") if they are made payable to, or to the order of, any one or more joint owners on the account, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements of any account owners on any item that we take for collection, payment, or deposit to your account (which we may supply in our sole discretion). You also authorize us to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was deposited to your account. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorsers to be present, have valid identification, or to have their endorsements guaranteed before we accept the item.

12. You understand and agree that we use automated means to process checks and other items written on or deposited to your account. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check or item which contains your account number, amount of check and check number. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after 6 months," "Void over $50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restrictions. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.

13. We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. item"). If we accept a non-U.S. item for deposit or collection, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. You agree that we may use our current buying and selling rate, as applicable when processing a non-U.S. item and we may recover from any account you maintain with us any loss incurred by us as a result of our processing such an item for you. We reserve the right to place longer holds on non-U.S. items than the time frames specified in our Funds Availability Policy.

14. We have the right to charge back to or otherwise debit any account you maintain with us for any deposited item that is returned (and assess any associated fees and to reverse or recover any associated interest that may have accrued or been paid), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided we do not have actual knowledge that such deadline has expired or, having such knowledge, we conclude that: (a) the deposited item is returned in accordance with the laws governing your account or rule (including a clearing house rule); and/or (b) we have received a breach of warranty claim in connection with the deposited item.

We have the right to pursue collection of such deposited item, even to the extent of allowing the payor bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. We may, without notice to you, redeposit a returned deposited item and represent it for payment by any means (including electronic means), unless we have received instructions from you not to redeposit such deposited item. We

will have no liability for taking or failing to take any action to recover payment of a returned deposited item.

If one of your deposited items is returned with a claim that there is a breach of warranty (for example, a claim that it bears a forged endorsement or is altered in any way), we may debit your account for the amount of the item (plus any associated fees) and pay the amount to the claiming party. We are under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense.

We need not give you any prior notification of our actions with respect to the claim. We may create substitute checks from your deposited items to facilitate the forward collection of such items. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or in any way connected with such substitute check, including without limitation, any claim based on the image quality of such substitute check.

15. We may rely on the account number on any instrument, deposit slip, or similar record we receive from you, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt, but the amount on your deposit receipt are based entirely on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip. We are not required to adjust your account for discrepancies. We may not adjust your account unless you notify us of the discrepancy within one (1) year from the business day following deposit or the clearing date. If you do not notify us of the error during this notice period, the deposit amount will be considered final. This means that is the actual amount deposited was less than the amount stated on the deposit receipt, the difference will become your property, and if the actual amount deposited was more than the amount stated on the deposit receipt, the difference will become our property.

16. In processing items you have deposited to your account, we act only as a collecting agent and we do not assume any responsibility beyond the exercise of ordinary care. Any deposit that we accept and credit to your account is provisional and subject to our receipt of final payment. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any third party we use for the collection of items, including responsibility for lost items. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to an item placed for collection.

Checks and Other Items or Access Devices

17. You acknowledge that we do not sell checks. As a convenience to you, we will submit your initial check order and any reorders for personalized checks ordered through us to our approved check vendor. If the check vendor accepts the initial order and any re-orders, the check vendor will mail the checks either directly to you or to you in care of us. You authorize us to charge your checking account for the cost of checks ordered through us, plus applicable sales tax and shipping costs at the fee set forth in the *Share Rates & Schedule of Fees and Charges*. You are responsible for verifying the accuracy of all information shown on your checks, whether you order them through us or elsewhere. You agree to imprint only those names of authorized owners on your checks. If you have not ordered checks through our approved check vendor, we are not responsible for the quality of any check copy that you request. In addition, we are not responsible for any checks not paid as a result of quality or printing errors.

18. We may provide you with temporary checks that include the exact MICR line, including routing number and account number, necessary for the proper processing of your checks. You are responsible for ensuring

that any checks you use to draw on your account include this same MICR encoding. You understand that it is your responsibility to ensure that checks you order from any third party printer are printed in accordance with applicable standards set by the American National Standards Institute (ANSI) for font, paper, toner, and positioning. You understand that if checks you write do not have the correct routing number, they may not be properly posted, and that if any other part of the encoding is incorrect, posting of the checks may be delayed or rejected. If you fail to include proper MICR encoding on your checks and this results in any such check being manually processed by us, then you will pay a fee as set forth in the *Share Rates & Schedule of Fees and Charges*.

19. We may pay and charge to your applicable account checks or other debit items ("items") drawn by and payable to any person, organization, association or corporation whom you have authorized by providing sample MICR encoded information identifying your account, provided there are sufficient funds in your account to pay such items. You agree that our rights in respect to such items will be the same as if it were an item drawn and signed by you personally. This authority will remain in effect until revoked by you in writing (to us and to the agency to whom the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we will be fully protected in honoring such items. You further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, we will have no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to you of any kind.

20. You, or any joint owner on the account, may request a stop payment of any check payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. You may request a stop payment through our online banking system, or you may ask us orally. Your stop payment request must include the account number, check number, exact amount, check date, and name of payee. This information must be exact because stop payment orders are processed using automated means. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. A stop payment fee may be assessed for each stop payment as set forth in our *Share Rates & Schedule of Fees and Charges*. Written or verbal requests will be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order is in effect. We are not obligated to notify you when a stop payment order will or has expired. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You agree to indemnify, defend, and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our action in stopping payment of any check pursuant to your request.

21. We are not liable if we pay a check which you have requested us to stop payment on as long as we act in good faith and exercise ordinary care. In any event, any damages that we might otherwise be liable for shall not exceed the amount of the involved check. If we do pay a check for which you have requested stop payment and as a result any other item is returned unpaid by us due to nonsufficient funds, we are not liable for any consequences resulting from such action.

22. Your death or incompetence will not revoke our authority to accept, pay or collect a check or to account for proceeds of its collection until we know of the fact of death or adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by us. We must be notified if any of you dies or becomes incapacitated.

23. We are neither given notice, or otherwise affected by, a restrictive endorsement of any person or entity except our immediate transferor.

24. “Remotely created checks” are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder’s actual signature, the check identifies that the account holder authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows.

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

26. If we have paid a check under circumstances giving you a basis for objection, we shall be subrogated to the rights of: (a) Any holder in due course on the check against the drawer or maker; (b) The payee or any other holder of the check against the drawer or maker, either on the item or under the transaction out of which the item arose; and (c) The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.

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

28. All checks written on your account must be drawn in U.S. dollars.

29. Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.

30. You will notify us immediately if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.

31. It is your responsibility to protect the account numbers and electronic access devices (e.g., a debit card) we provide you for your account(s). You agree not to disclose your account number(s) to anyone unless you are willing to give them full use of your money. If you disclose your account number(s) or provide your access device to another person (a family member or friend, for example) in connection with granting authority to that person to conduct funds transfers, and that person then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically withdraw money from your account. For example, if you provide your account number to an online merchant to purchase a service or merchandise, funds can be electronically withdrawn from your account.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. We are not responsible for any loss or damage which results from your negligence, including without limitation, your failure to adequately safeguard your blank checks or other personal information or means of access to your account.

32. The federal law dealing with funds availability requires the financial institution’s endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the “trailing edge” (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

In the event that you draw a check on your checking or loan account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository

endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

33. Access to your account(s) through electronic means or Cards is dictated by the provisions related to electronic funds transfers contained in Part V.

Corrections, Disputes, and Additional Terms Regarding Transactions

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

35. You agree to pay our costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss.

36. You agree that if a depositor (e.g., a government agency) demands we return any sums directly deposited to your account during the month of or after the death of any account holder on your account, we must honor such a demand and may debit your account for all amounts returned to the depositor.

37. We agree to investigate any transaction you have reported to us as unauthorized (a "claim of unauthorized transaction"). You agree to: (1) submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction (in an affidavit form approved by us, if so requested); (2) file a police report; (3) complete and return to us any documents requested of you; and (4) in all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction.

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

38. You understand and agree that you are not permitted to place a stop payment on a cashier's, teller or certified check unless such check is lost, stolen or destroyed. In the event that a cashier's, teller or certified check is lost, stolen or destroyed, in order to effectuate a stop payment, you must execute and deliver to us a written Declaration of Loss and Claim for Reimbursement ("Declaration of Loss") and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act on it. You further understand and agree that the Declaration of Loss is not immediately enforceable upon your submission. Specifically, you understand and agree that we will not process your stop payment request until the later of (1) the time the Declaration of Loss form is properly delivered to us by you, or (2) the 90th day following the date of the cashier's, teller or certified check. We may, however, in our sole and absolute discretion, process your stop payment request sooner. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our attempt to, or stopping payment on, such cashier's, teller or certified check.

Section 4. Payment of Dividends

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

2. For all share accounts and the Ready Checking Account, the dividend rate and Annual Percentage Yield (APY) may change at any time, while the E-Checking Account is non-dividend bearing. We may change the dividend rates for accounts as determined by the Credit Union's Board of Directors. Current rate information is set forth in the *Share Rates & Schedule of Fees and Charges* accompanying this Account Agreement. You may also obtain current rate information by calling the Credit Union or visiting our website. Our Share Certificate Accounts are fixed rate accounts.

3. **Compounding and Crediting for all Accounts:** For all dividend bearing accounts, dividends will be compounded monthly and will be credited monthly. For these accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, and for this example is January 31.

Dividends on Certificate Accounts will be credited on the last day of each month and upon the maturity date.

4. **Balance Computation Method:** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

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

If you close any of your dividend earning accounts before dividends are credited you will receive the accrued dividends.

Section 5. Terms and Conditions Applicable to Checking Accounts

1. We offer two (2) types of checking accounts: the Ready Checking Account and the E-Checking Account.

2. Our checking accounts allow you to withdraw and transact on your available funds on deposit and also write checks against such funds at any time.

3. We may close your Checking Account at any time due to inactivity, fraud or other reason we deem appropriate.

Ready Checking Accounts

4. The Ready Checking Account is a variable rate account, as set forth on the *Share Rates & Schedule of Fees and Charges*. The rate and yield may change at any time at the Credit Union's discretion.

5. There are no minimum opening deposit or daily balance requirements for this account to obtain dividends as stated on the *Share Rates & Schedule of Fees and Charges*.

E-Checking Accounts

6. Our E-Checking Account is designed for the use of electronic periodic statements, account disclosures, and banking services. The E-Checking Account is only available to members who do not maintain another type of Credit Union checking account. Members who currently maintain a Ready Checking or Secondary Checking Account must close such 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 the required ninety (90) day period, the Credit Union will automatically close such account and the funds on deposit will be transferred to the E-Checking Account. The E-Checking Account is a non-dividend earning account.

7. There are no minimum opening deposit or balance requirements for this account.

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

General Terms and Conditions Applicable to all Checking Accounts

9. Funds in checking accounts may not be pledged as security for any loan(s).

10. We may, at our discretion, pay funds from this account, without obligation or liability for refusal to pay:

a. When such payment would draw the account below the minimum balance for the account we establish from time to time.

b. If drawn by means not authorized in advance by us.

c. Against checks or electronic debits presented over six (6) months past their issue dates.

11. All checking accounts are truncated checking accounts. Check copies are not returned with statements. Both sides of checks are stored for seven (7) years from date of posting. Upon request, we will provide you with a photocopy of a requested item within a reasonable time. We will not charge for copies of the first two (2) items you request appearing on any one (1) statement. Additional copies will be subject to a fee as disclosed in the *Share Rates & Schedule of Fees and Charges*.

Section 6. Terms and Conditions Applicable to Share Accounts

1. **Rate Information:** Dividends rates and annual percentage yields may change as determined by the Credit Union Board of Directors.

Regular Share Accounts

2. A minimum par value of $5 is required to open a Regular Share Account. You must maintain a minimum daily balance of $5 in this account to obtain the Annual Percentage Yield stated on the *Share Rates & Schedule of Fees and Charges*.

Secondary Share Accounts

3. There are no minimum opening deposit or balance requirements for this account to obtain the Annual Percentage Yield stated on the *Share Rates & Schedule of Fees and Charges*.

Minor Share Accounts

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

5. A minimum par value of $5 is required to open a Minor Share Account. You must maintain a minimum daily balance of $5 in this account to obtain the Annual Percentage Yield stated on the Share Rates & Schedule of Fees and Charges and to avoid closure.

Money Market Accounts

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

Holiday Helper Accounts

7. There are no minimum opening deposit or balance requirements for this account.

8. Your Holiday Helper Account may be opened at any time. Funds will be disbursed and transferred to your Regular Share Account 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)

9. There are no minimum opening deposit or balance requirements for this account.

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

11. All other terms and conditions of our Coverdell Education Savings Account are contained in the Credit Union's Coverdell Education Savings Account Agreement and Disclosure Statement, which is incorporated into this Account Agreement by this reference and will be provided when you open a Coverdell Education Savings Account.

Individual Retirement Accounts (IRAs) (Roth and Traditional)

12. There are no minimum opening deposit or balance requirements for our IRAs.

13. All other terms and conditions of our IRAs are contained in the Credit Union's Individual Retirement Account Agreement and Disclosure Statement, which is incorporated into this Account Agreement by this reference and will be provided when you open an Individual Retirement Account.

Money Market IRA Account

14. There is no minimum opening deposit required 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 & Schedule of Fees and Charges* to obtain the Annual Percentage Yield stated for each corresponding balance tier.

15. All other terms and conditions of our IRA Share are contained in the Credit Union's Individual Retirement Custodial Account Agreement and Disclosure Statement, which is incorporated into this Account Agreement by this reference and will be provided when you open an IRA Share.

Section 7. Terms and Conditions Applicable to Share Certificate Accounts

1. Unless otherwise specified for a specific type of Share Certificate Account below, these general terms and conditions shall apply to all Share Certificate Accounts (also referred to as "Certificates"). This section supplements your "Certificate Disclosure Letter", which discloses specific terms of your Certificate Account. All of our dividend-bearing term share accounts are referred to as "Certificate Accounts", and they include our Share Certificate, Coverdell Education Savings Account (ESA) Certificate, Traditional and Roth Individual Retirement Account (IRA) Share Certificate, Retirement Liquid Share Certificate, Freedom IRA Certificate, and the Rookie Certificate Accounts.

2. **Ownership:** Unless otherwise stated in the Certificate Disclosure Letter, ownership of Traditional or Roth IRA Share Certificates will be identical to that of the primary Traditional or Roth IRA Share Account. Unless otherwise stated in the Certificate Disclosure Letter, ownership of all other Share Certificates will be identical to that of the primary Regular Share Account.

3. **Rate Information:** Certificate Accounts are generally fixed-rate accounts and are non-negotiable and non-transferable.

4. For current dividend rates and corresponding APY, refer to the *Share Rates & Schedule of Fees and Charges*; we may change dividend rates and APYs offered for new Certificate Accounts daily as determined by the Credit Union Board of Directors. The dividend rate, APY, term, and Maturity Date for your Share Certificate Account will be set forth in a written communication we will provide to you when you open such account referred to as the Certificate Disclosure Letter. You may also call the Credit Union to obtain current rate information. You will be paid the rates and yields until maturity.

5. **Minimum Balance and Deposit Requirements:** The minimum balance required to open and maintain a Certificate Account is set forth on the *Share Rates & Schedule of Fees and Charges*. You must maintain this minimum daily balance in your Certificate Account each day to obtain the disclosed APY and to avoid account closure. If during any day your Certificate Account balance falls below the required minimum, your Certificate Account will be subject to closure. Although credited dividends may be withdrawn or transferred at any time without the assessment of an early withdrawal penalty, the disclosed APY assumes that dividends will remain in the Certificate Account until the Maturity Date. An early withdrawal will reduce earnings.

6. Applicable maximum balance requirements are stated on the *Share Rates & Schedule of Fees and Charges*.

7. **Dividends:** Dividends will be compounded monthly and will be credited on the last day of each month and/or upon the Maturity Date. Dividends are calculated by using the daily balance method which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day non-cash items (e.g., checks) are deposited to the Certificate Account. If the Certificate Account is closed before dividends are credited, dividends accrued through the prior business day will be paid, subject to any early withdrawal penalty.

8. Dividends will be credited to the account as designated by you on your Certificate Disclosure Letter. In the event you designate a Share Account that is closed, dividends will be credited to your Regular Share Account.

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

10. **Transaction Limitations:** Once your Certificate Account is established, you generally may not make deposits into the account until the Maturity Date unless you selected a type of Certificate Account that allows for deposits during the term as designated in your Certificate Disclosure Letter. All withdrawals of principal before the Maturity Date are subject to early withdrawal penalties, except during the grace period described herein. We also reserve the right to require members intending to make a withdrawal of principal from any Certificate Account to give written notice of such intent not less than thirty (30) days before the withdrawal.

11. **Early Withdrawal Penalties.** The Certificate Account will mature on the Maturity Date set forth in the Certificate Disclosure Letter. The Credit Union will terminate the Certificate Account and impose a penalty on the entire balance of the account if a withdrawal of principal is made prior to the Maturity Date. If the Certificate has a term to maturity equal to or less than one (1) year, the penalty imposed will equal: (a) ninety (90) days of dividends, whether or not earned, on the amount withdrawn; (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 of dividends; or (c) if a withdrawal reduces the balance below the required minimum, the account will be closed and a loss of dividends as determined under the foregoing subsections (a) or (b), whichever is less, will be assessed on the entire amount in the Share Certificate Account. If the Certificate has a term to maturity greater than one (1) year, the penalty imposed will equal: (a) one-hundred eighty (180) days of dividends, whether or not earned, on the amount withdrawn; (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 will be closed and a loss of dividends as determined under the foregoing subsections (a) or (b), whichever is less, will be assessed on the entire amount in the Share Certificate Account.

In accordance with Federal Reserve Board Regulations, the Credit Union may charge an early withdrawal penalty of seven (7) days dividends on amounts withdrawn within the first six (6) days after deposit or automatic renewal.

Early withdrawal penalties will not apply to:

a. Withdrawals of credited dividends.

b. Withdrawals of certificate funds during the seven (7) day grace period following the automatic renewal of the certificate.

c. Withdrawals made subsequent to the death - of any owner of any Certificate Account.

d. Withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.

e. Withdrawal made to effect a required distribution of funds from accounts which are part of a pension plan that qualifies or qualified for specific tax treatment under Section 401 or from accounts qualifying under Section 408 of the Internal Revenue Service code.

f. Withdrawal in accordance with the Credit Union's bylaws or any special terms contained in the Certificate Disclosure Letter.

12. **Maturity and Renewal:** If you request an automatically renewing Certificate, as stated in your Certificate Disclosure Letter, your Certificate Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term unless you prevent renewal by withdrawing all of the funds in your Certificate Account or within a grace period of seven (7) calendar days after maturity. The renewal term will be equal to or closest to that of the initial term and at the dividend rate and APY in effect at that time for such a term. You may instruct us in person or in writing prior to the expiration of a seven (7) day grace period following maturity to renew or close the Certificate on a date of your choosing within the grace period. Funds will continue to earn dividends but at the rate of a new Certificate for the same term in effect on the Maturity Date until such date of closure or renewal. If automatically renewed, all funds in a Certificate Account as of the renewal date are considered to be principal. If the certificate is no longer offered at the time of renewal the funds will be transferred to your Share Account. If your Certificate Disclosure Letter provided at account opening designated the Certificate Account as not renewing automatically at maturity, the principal and any unpaid earned dividends will be transferred to your designated Share Account at maturity.

13. **Notice:** As a courtesy we may, but are not required to, send you a written maturity notice at least thirty (30) days in advance of the Maturity Date of your Certificate.

14. Certificate accounts subject to unclaimed property laws may not be automatically renewed and may be surrendered to the applicable state in accordance with state laws.

Share Certificate Account

15. **Account Limitations:** You may not make deposits into or withdrawals from this Certificate until the maturity date.

Coverdell Education Savings Account (ESA) Share Certificate Accounts

16. **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 & Schedule of Fees and Charges* accompanying this Account Agreement. You must maintain a minimum daily balance as indicated on the accompanying *Share Rates & Schedule of Fees and Charges* in your account to obtain the Annual Percentage Yield and to avoid closure.

17. **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.

18. 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 Agreement in its entirety. When you open your Coverdell ESA Share Certificate, the Credit Union Coverdell Education Savings Account Agreement and Disclosure Statement will be provided to you.

Traditional and Roth IRA Share Certificate Accounts

19. **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 & Schedule of Fees and Charges* accompanying this disclosure. You must maintain a minimum daily balance as indicated on the accompanying *Share Rates & Schedule of Fees and Charges* in your account to obtain the Annual Percentage Yield and to avoid closure.

20. **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. Mandatory distribution withdrawals are limited to one (1) per calendar year, penalty free.

If a Traditional IRA Account requires mandatory distribution, seventy-two (72) 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.

21. 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

22. 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 & Schedule of Fees and Charges*.

23. **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 deposits totaling no more than ten thousand dollars ($10,000) over the term of the certificate, with individual deposits of no less than five hundred dollars ($500) per deposit.

Freedom IRA Certificate Account

24. 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 while working with a Credit Union Firehouse Financial Advisor.

25. **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 4-month term. Upon maturity, if the funds on deposit in this account are not moved to a Firehouse Financial Investment Services account, they will be automatically transferred into a new six-month IRA Share Certificate, unless you instruct us to transfer the funds to another IRA account. There is no minimum dollar amount required to establish this account.

Rookie Certificate Account

26. 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.

27. **Account Limitations**: You may not make deposits into or withdrawals from this account until the maturity date. A maximum of three (3) Rookie Certificate Accounts may be opened under the minor member's membership account.

28. **Transaction Limitations**: The maximum deposit amount you may make at account opening is two thousand five hundred dollars ($2,500).

29. **Renewal of Account/Grace Period:** Your account will automatically renew at maturity for the same time period as the 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 is at least eighteen (18) years of age upon maturity 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, unless we are instructed to close the account.

Section 8. Terms and Conditions Applicable to IRAs

1. As to all IRA accounts, the Credit Union is a platform provider only, and does not undertake to provide individual investment advice.

Part III – Funds Availability Policy and Substitute Checks Disclosure

Section 1. Your Ability To Withdraw Funds

1. Our policy is to generally 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 they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. With respect to check deposits made through our in branch offices, Remote Deposit Capture Service or at Shared Branch locations, in general, $6,725 of such aggregated check deposits will be available by the second (2nd) business day after we receive the deposit.

2. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. Pacific Time (PT) on a business day

that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. PT or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Section 2. Longer Delays May Apply

1. In some cases, we will not make all of the funds that you deposit by check available to you on the 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. The first $525 of your deposits, however, will be available on the same business day.

2. 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.

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

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

   a. We believe a check you deposit will not be paid.

   b. You deposit checks totaling more than $6,725 on any one day.

   c. You redeposit a check that has been returned unpaid.

   d. You have overdrawn your account repeatedly in the last six (6) months.

   e. There is an emergency, such as failure of computer or communications equipment.

5. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the second (2nd) business day, unless it is determined that a longer hold, up to the seventh (7th) business day after the day of your deposit, may be applied.

Section 3. Special Rules for New Accounts

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

2. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 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) are not made in person to one of our employees, the first $6,725 will not be available until the second (2nd) business day after the day of your deposit.

3. Funds from all other check deposits will be available on the fifth (5th) business day after the day of your deposit.

Section 4. Deposits at Shared Branch 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 $6,725 will be available by the second (2nd) business day after the day of your deposit.

Section 5. Deposits at Automated Teller Machines (ATMs)

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate, six thousand seven hundred twenty-five dollars ($6,725) will be available by the second (2nd) business day.

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.

Section 6. 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 $750,000. Such deposits require the Credit Union's Executive Management's approval. Executive Management may refuse a deposit of more than $750,000 from any member or organization. The policy also applies to deposits made in increments equaling $750,000 within a thirty (30) day period, although this amount is subject to change at the Credit Union's discretion.

Section 7. Holds on Other Funds

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

Section 8. Substitute Checks and Your Rights

Substitute Checks and Your Rights

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.

What are 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 we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, 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 interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $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 received 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 Do You 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 that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of 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.

Part IV – Account Balances and Liability for Overdrafts

Section 1. General

1. You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments you have authorized), as your available balance (discussed in more detail below) will not reflect these transactions until they are paid from your account.

2. "Overdrawing" your account means that there are not sufficient available funds in your account to pay for a transaction, but the transaction is paid under either an optional overdraft protection service or the Premium Overdraft Services (Premium Overdraft or Premium Overdraft Plus), which results in a negative "overdrawn" balance. Some transactions that can result in an overdraft in your checking account include, but are not limited to: (1) the payment of checks, electronic fund transfers, telephone-initiated transfers, preauthorized payments under our Bill Payment Service, or other withdrawal requests authorized by you; (2) the return (unpaid) of items deposited by you; (3) the assessment of service charges by us; or (4) the deposit of items that are treated as not yet "available" according to our Funds Availability Policy.

3. This Part IV discusses in Section 2 how to determine and manage your account balances. Section 3 then discusses how we will post transactions to your account. Based on these policies, your transactions can result in transaction(s) being presented for processing when your account's available balance is insufficient to pay the transaction(s). Sections 4 and 5 discuss the two kinds of services the Credit Union offers to allow for the payment of these transactions.

Section 2. Your Checking Account Balance

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

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

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

4. WE USE YOUR AVAILABLE BALANCE AT THE TIME A TRANSACTION POSTS TO DETERMINE WHETHER YOUR ACCOUNT IS OVERDRAWN AND WHETHER FEES WILL BE ASSESSED. Your account is considered overdrawn when the available balance in your account is negative (less than $0).

5. Your available balance may not reflect all of your Debit Card transactions. For debit card transactions that involve merchant authorization holds, we check your available balance at two separate times to determine whether the transaction results in an overdraft and potential related fees. First, at the time a merchant authorization request is received, and second, when the transaction "settles" and posts to your account. Transaction and fee behavior varies based on enrollment in Premium Overdraft Plus.

If your available balance is insufficient to pay the preauthorization amount requested by a merchant and you are not enrolled in Premium Overdraft Plus, we will decline the request.

If enrolled in Premium Overdraft Plus, if your available balance is insufficient to pay the preauthorization amount requested by a merchant AND the transaction later "settles" and posts to your account at a time when the available balance is insufficient to pay the posted transaction a Premium Overdraft Plus Fee will be incurred.

Example:
If your actual and available balance are both $30 and you use your debit card at a restaurant for $60, an authorization hold of $60 is placed on your account, making your available balance negative $30 (while your actual balance remains $30). When the restaurant charge is submitted for payment, the hold is released, and the transaction amount is paid. If your balances remain unchanged, both your available and actual balances will be negative $30. Since the charge exceeded your available balance at both preauthorization and settlement, a Premium Overdraft Plus Fee will be applied as disclosed in our Share Rates & Schedule of Fees and Charges.

For debit card transactions that do NOT involve merchant authorization holds; we check your available balance ONLY when the transaction "settles" and posts to your account. This is typical for PIN based transactions where the transaction normally posts to your account within minutes.

If your available balance is insufficient to pay the amount when the transaction attempts to post to your account and you are not enrolled in Premium Overdraft Plus, we will decline the transaction.

If enrolled in Premium Overdraft Plus and your available balance is insufficient to pay the amount when the transaction posts to your account, a Premium Overdraft Plus Fee will be applied as disclosed in our Share Rates & Schedule of Fees and Charges.

Refer to Part IV Section 5. Premium Overdraft Services (Premium Overdraft and Premium Overdraft Plus) for further details on our Premium Overdraft Services.

6. **YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.**
Your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account.

7. Also, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid from your account. Refer to the section entitled "Authorization Holds for Debit Card Transactions" below for information about how authorization holds affect your available balance.

8. Finally, your available balance may not reflect the most recent deposits to your account. Refer to Part III (Funds Availability) for information regarding the availability for withdrawal of your deposits. You should not assume that you can avoid overdrawing your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal.

Authorization Holds for Debit Card Transactions

9. When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some

or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

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

11. We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

12. In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up thirty (30) business days for certain transactions).

Section 3. How Transactions Are Posted to Your Account

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

2. We can receive credit and debit transactions in different forms at various times each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account to extent permitted by law. We determine the order in which we process and post credits and debits to your account based on a number of factors.

3. We may pay or authorize some transactions and decline or return others, in any order we deem appropriate to the extent permitted by law. When the available balance in your account is not sufficient to cover all of the transactions presented that day, some posting orders can result in more returned items and more overdraft and returned fees than other posting orders.

4. Some items are received by us individually and others are received in batches at various times each business day. Items that we currently receive individually include ATM withdrawals, point-of-sale (POS) transactions, and teller transactions. These individual items are generally posted to your account as they are received by us each business day. Items that we currently receive in batches include checks drawn on your

account presented by other financial institutions, "on us" checks, and ACH and debit card transactions. If multiple checks are presented on any given day in a single batch, they are cleared in check order sequence, beginning with lower check numbers clearing first, followed by higher check numbers. We generally post non-check batched transactions as they are received throughout each business day, in the order received (subject to certain exceptions).

5. The order in which items are posted to your account will depend on a number of factors. For example, in connection with our item posting order for each category of item(s), (i) establishing different posting orders for items within each category, and (ii) change the timing of when items are posted during the day and whether they are posted individually or in batches. Except to the extent limited by applicable law, we have the right to change any of the factors described in (i) and (ii) listed above at any time without notice to you. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that debits are most often presented for payment by merchants, and the Credit Union is not in control of when transactions are received.

a. **Checks:** When you write a check, it is processed through the Federal Reserve System. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in check order sequence, beginning with lower check numbers clearing first, followed by higher check numbers.

b. **ACH Payments:** We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are grouped together and paid in in the order presented to us in the data file. Credits are posted first, and then debits.

c. **Point of Sale (POS) Debit Card Transactions:** These are transactions where you use your debit card and you enter your PIN at the time of the sale (or in some cases, the merchant may not require you to enter your PIN at all). They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.

d. **Signature Debit Card Transactions:** These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for the purchase (or in some cases, the merchant may not require you to sign for the purchase at all). As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold against the available funds in your account. Please refer to the sections above entitled "Authorization Holds for Debit Card Transactions" for additional information regarding such holds. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

e. **Online Banking Bill Payments:** You may use our Bill Payment Service through online banking. This service allows you to set up future automatic withdrawals to make payments for your various bills. These bill payments will be posted to your account on the day you have scheduled them.

6. The foregoing is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

Section 4. Payment of Overdrafts

Payment of Overdrafts

1. We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid. The *Share Rates & Schedule of Fees and Charges* for your account states the amounts of fees that may apply, while this Agreement explains when we charge you fees for overdraft and for declined or returned items and the dollar amount of the fees. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for our costs of collection. We may close, without notice, any account with excessive insufficient funds activity, and report the account to a consumer reporting agency.

2. We assess a fee for each item that we either pay, which results in an overdraft, or do not pay, which would have resulted in an overdraft had we paid it. If we pay an item in accordance with our Premium Overdraft or Premium Overdraft Plus Services (described in more detail below), we will charge a NSF Fee Premium OD Fee or Premium Overdraft Plus Fee as disclosed in the *Share Rates & Schedule of Fees and Charges*.

3. We do not limit the number of Non Sufficient Funds (NSF) Charge, NSF Fee Premium OD Fee or Premium Overdraft Plus Fee we charge in a business day. We will not charge a Premium Overdraft Plus Fee if the transaction amount is $25 or less. Additionally, even if your ending account balance is overdrawn we will not charge a fee for any item that is $25 or less.

4. We recommend that you enroll in one of the optional overdraft protection services described below. The Share Overdraft Protection (shares savings and money market account) and Loan Overdraft Protection (credit card or personal line of credit) can help you avoid overdrafts and returned items.

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

6. If we pay an item drawn against insufficient funds on an account with more than one (1) member on the signature card, each member, and agent if applicable, drawing or presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including Premium Overdraft/Premium Overdraft Plus or NSF fees (if any).

7. **NSF Transactions:** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we do not authorize and pay an overdraft, then we decline or return the transaction or item unpaid and charge a related Non-Sufficient Funds (NSF) Charge as stated in our *Share Rates & Schedule of Fees and Charges*. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account lacks sufficient funds for a transaction, it may be returned unpaid. The merchant or payee can resubmit the transaction multiple times. This may happen with transfers and payments through Credit Union Online Banking or Bill Payment services. We may decline the transaction, charge a Non-Sufficient Funds fee, and resubmit it later to process your request.

If a transaction or item is resubmitted when your account lacks sufficient funds, we will decline it without applying additional NSF charges. If the item is paid using Premium Overdraft coverage, an NSF Fee or Premium OD Fee will not be charged.

Optional Overdraft Protection Service. Share Overdraft Protection and Loan Overdraft Protection

8. We offer optional overdraft protection services that you may apply for, such as a Loan Overdraft Protection Service where your personal line of credit or credit card is used for overdraft protection, and a Share Overdraft Protection Service where funds from a linked savings account are used for overdraft protection. If you qualify for these optional services, we will look first to these services for overdraft protection before applying our discretionary Premium Overdraft or Premium Overdraft Plus Services when your account is overdrawn. A Loan Overdraft Protection and the Share Overdraft Protection (collectively, the "Overdraft Protection Service") may save you money on the total fees you pay us for overdraft protection.

- **Loan Overdraft Protection Service:** If you request and are approved for this service, you authorize us to automatically advance as a cash advance the exact amount of your overdraft from your Credit Card or Personal Line of Credit (linked to your checking account) to cover your overdraft, up to your credit limit. You must repay what you have borrowed in full or in minimum monthly payments (in addition to any late charges, finance charges and applicable fees). If you are approved for a Credit Card or Personal Line of Credit, you will be provided with separate terms and conditions applicable to the Credit Card or Personal Line of Credit.
- **Share Overdraft Protection Service:** With this service, you authorize us to make transfers of available funds automatically from your eligible Share or Money Market Account to cover overdrafts in your checking account plus any associated fees. Transfers are made in the exact amount of the overdraft. You must request to enroll in this service.

9. If you do not have sufficient available credit on your Credit Card/Personal Line of Credit or the funds in your Share Account are not sufficient to pay the overdraft on your checking account, then you understand that the overdraft may be paid by our Premium Overdraft or Premium Overdraft Plus Service (collectively, the "Premium Overdraft Services"), subject to the terms and conditions of the Premium Overdraft Services section below, if you are eligible for the Premium Overdraft Services. If you are not eligible for the Premium Overdraft Services, then the item causing the overdraft will be returned or the transaction denied. If you decline to utilize any of the optional Overdraft Protection Services and you are not eligible for our Premium Overdraft Services, and there are insufficient funds in your checking account to pay an item, your items will not be paid, they will be returned, and an Non Sufficient Funds Charge will be charged for each item returned. Transfers will appear on your periodic statements for each applicable account

10. **Limits on Overdraft Protection:** We will not transfer more than the available account balance in a linked Share Account or the available credit on a Credit Card/Personal Line of Credit account, even if the amount of the overdraft is more than the available amount. Any transactions that are not paid by the transfer from a Share Account or Credit Card/Line of Credit will either be paid under the Premium Overdraft Services or returned as Non Sufficient Funds (NSF), and NSF Fee Premium OD Fee, Premium Overdraft Plus Fee or Non Sufficient Funds Charge may be charged as if you did not have overdraft protection transfers set up from your Share Account or Credit Card/Personal Line of Credit.

11. **Termination of Optional Overdraft Protection:** We may terminate optional overdraft protection services at any time with or without notice to you. Any owner of the checking account, any owner of a linked savings account used for overdraft protection, or any borrower on a Personal Line of Credit account used for overdraft protection may cancel overdraft protection in person or in writing. Cancellation will be effective after we have received notice and have had a reasonable time to act on it.

Section 5. Premium Overdraft Services (Premium Overdraft and Premium Overdraft Plus)

1. In accordance with our commitment to provide valued service and benefits, we may, at our discretion, pay your overdrafts that would cause your eligible checking account to have a negative balance. We refer to these services as our Premium Overdraft Services. The Premium Overdraft Services are different than the Overdraft Protection Services. The Premium Overdraft Services are a backup to your existing overdraft protection transfer plans and will only be activated if funds are not available from those plans. This Premium Overdraft Services Section sets forth the terms and conditions applicable to the Premium Overdraft and Premium Overdraft Plus Services.

2. **What Overdraft Transactions are Covered?** The Premium Overdraft Service is available only for the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under our Bill Payment Service, recurring Debit Card transactions, and ACH drafts and debits. In addition to covering transactions covered by the Premium Overdraft Service, the Premium Overdraft Plus Service is available for ATM transactions and one-time debit card overdraft transactions, provided that you opt-in, as described in the next section below.

3. **Optional Premium Overdraft Plus Transactions:** Under the Premium Overdraft Plus Service, if you would like the Credit Union to honor overdrafts arising from ATM transactions and one-time debit card transactions, you are required to "opt-in" (in other words, you must provide us with your affirmative consent). Choosing not to opt in may result in these transactions being declined.

Note that even if you opt in to payment of Premium Overdraft Plus, we will not charge a Premium Overdraft Plus fee for any ATM and one-time debit card transaction that posts in the amount of $25 or less.

You understand and agree that we do not require you to authorize the Premium Overdraft Plus Service for your ATM and one-time debit card transactions as a condition of us providing the Premium Overdraft Service to you for the other types of transactions subject to this Premium Overdraft Services Section. If you want the Credit Union to authorize and pay overdrafts for ATM and one-time debit card transactions, you must provide us with your consent by contacting us by telephone or in writing by completing and signing our Premium Overdraft Plus Authorization form and mailing it to us at the address as provided in Part II Section 1 Paragraph 17. We will also send written confirmation of your opt-in choice.

You may revoke your authorization to have us pay your ATM transactions and one-time debit card transactions at any time by using the same methods (by telephone or in writing). Your decision to opt in does not guarantee that we will always pay your ATM transactions or one-time debit card transactions when there are insufficient available funds in your account to cover the transaction.

4. **Eligibility for the Premium Overdraft Services:** The Premium Overdraft and the Premium Overdraft Plus Services are not credit products and require no application or credit approval process; they are features that are automatically included with eligible checking accounts (unless you opt out of the Premium Overdraft Services entirely as described below). However, you must opt-in for the Premium Overdraft Plus Service as described in this Agreement. Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. The Premium Overdraft and Premium Overdraft Plus Services are available for checking accounts for which the primary checking account owner is 18 years of age or older, is in good standing, and the checking account has been open for at least sixty (60) days with the applicable minimum balance requirement. We may suspend or permanently revoke the Premium Overdraft Services from your checking account, in our sole and absolute discretion, if you meet any of the following criteria:

- You have not made a $750 minimum deposit in the last thirty (30) days, including combined deposits through Branch Deposit, ATM Deposit, Account Transfer Deposit, or ACH Credit;
- Your checking account has a negative balance on the last business day of the month (when qualification is established);

- Your membership is not in good standing;
- You do not have a regular share account with the Credit Union with a current balance of at least $5;
- You do not have a checking account opened for a minimum of sixty (60) days;
- You are more than thirty (30) days past due or are in default in any other respect on any loan or other obligation to us;
- You have an outstanding balance due on an overdraft repayment plan;
- Your checking account is subject to any legal or administrative orders or levies;
- You have insufficient credit or negative credit history;
- You are a party to a bankruptcy proceeding;
- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- Your checking account is classified as inactive;
- You use the Premium Overdraft Service to pay items written to check cashing agencies;
- You have an unresolved prior loss with us;
- We do not have a valid mailing or email address for you; or
- We believe you are not managing your checking account in a responsible manner which may harm you or us.

5. **The Premium Overdraft Services (Premium Overdraft and Premium Overdraft Plus) are a benefit. Any payment made by us under the Premium Overdraft Services will be made on a case-by-case basis, in our sole and absolute discretion. The Premium Overdraft Services do not constitute an actual or implied agreement between you and the Credit Union, nor do they constitute an actual or implied obligation of the Credit Union. The Premium Overdraft Services are privileges that the Credit Union provides from time to time and which may be withdrawn, limited, or withheld by the Credit Union at any time, without prior notice, reason or cause.**

6. **Limits to Your Use:** The negative balance to which you can overdraw your account by using the Premium Overdraft Services is determined by us in our sole and absolute discretion. We will generally pay your overdraft items up to a maximum based on your qualification for the Premium Overdraft Services and criteria set forth herein, including fees; however, you acknowledge and agree that we reserve the right to further limit the number and amount of checks or other items/transactions that may be paid by us through the Premium Overdraft Services during any given month.

$ 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).

7. **How the Premium Overdraft Services are Administered:** In our sole discretion, we may notify you by mail, or, if you have agreed to receive notices from us in an electronic format, you may be notified electronically, of any nonsufficient funds checks, items or other transactions that have been paid or returned; however, we are not required to so notify you. You also acknowledge and agree that we have no obligation

to notify you before we pay or return any check, item or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

8. **When is the overdraft payment due?** The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.

9. **Overdraft Fees:** A NSF Fee Premium OD Fee or Premium Overdraft Plus Fee will be charged to your checking account, in accordance with our *Share Rates & Schedule of Fees and Charges*, for each overdraft that is authorized and paid through the Premium Overdraft Services (Premium Overdraft and Premium Overdraft Plus). This means that more than one NSF Fee Premium OD Fee or Premium Overdraft Plus Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through the Premium Overdraft Services. You understand that your Overdraft Limit will be reduced by the amount of each overdraft paid by us through the Premium Overdraft Services and the amount of the related NSF Fee Premium OD Fee or Premium Overdraft Plus Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Overdraft Limit by the amount of the repayment. If we choose not to pay the item/transaction under the Premium Overdraft Services, you are subject to a Non Sufficient Funds Charge for each such item in accordance with our *Share Rates & Schedule of Fees and Charges*. Your periodic statement will itemize NSF Fee Premium OD Fee or Premium Overdraft Plus Fee and Non Sufficient Funds Charge for each cycle, as well as the year-to-date total of fees.

10. **Optional Overdraft Protection Service:** As discussed in more detail above, we also offer optional overdraft protection services, such as a link to a savings account or a Credit Card/Personal Line of Credit account, which may be less expensive than our Premium Overdraft Services. To learn more, please ask us about these options.

11. **Your Right to Opt Out of the Premium Overdraft Services:** If you prefer not to have the Premium Overdraft Services (Premium Overdraft/Premium Overdraft Plus), contact us as described in Part II Section 1 Paragraph 17, and we will remove the Premium Overdraft Services from your checking account. If you opt out of the Premium Overdraft Services, you will still be charged our Non Sufficient Funds Charge for each item returned.

12. **Default:** You will be in default under the terms of this Part IV if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any share 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 overdraft or Overdraft privileges, terminate the Premium Overdraft Services or close your checking account and demand immediate payment of the entire unpaid negative balance.

13. **Termination; Suspension:** We may terminate or suspend the Premium Overdraft Services at any time without prior notice. In no event will any termination relieve you of your other obligations under this Account Agreement, including your obligations to repay any negative account balance, overdraft fees, collection costs, and attorneys' fees, if any.

Section 6. An Additional Note Regarding Overdraft Programs

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

2. **IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS *PART IV*, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (800) 231-1626, MONDAY THROUGH FRIDAY, 7:00 AM TO 4:00 PM PACIFIC TIME.**

Part V – EFT

This Part V of the Account Agreement sets forth the terms and conditions governing electronic fund transfers. Electronic fund transfers ("EFTs") are electronically initiated transfers of money involving a share account at the Credit Union and multiple access options, such as online account access, direct deposits, automated teller machines (ATMs), debit card and mobile banking. Your acceptance, retention, or use of an ATM Card, debit card, Personal Identification Number (PIN) or other EFT hereunder constitutes an agreement between us and you to be bound by the additional terms and conditions contained in this Part V. Where not in conflict with the terms of this Part V, the general terms and conditions elsewhere in this Account Agreement, or such other agreements under which electronic services may be provided remain in full force and effect and continue to be applicable, except as specifically modified by this Part V.

These disclosures are given by us in compliance with the Electronic Fund Transfer Act (15 USC § 1693 et seq.) and Regulation E (12 CFR Part 1005) to inform you of certain terms and conditions for use of the electronic services described in this Account Agreement.

At the present time, we offer the following electronic services:

- Preauthorized deposits of net paycheck;
- Payroll deductions;
- Preauthorized deposits of pension checks and federal recurring payments (for example, Social Security payments);
- Preauthorized withdrawals for bill payments and other recurring payments;
- Automated Teller Machine (ATM) EFT services and on Shared Network ATMs such as the CO-OP Network, STAR and Plus, and such other systems as may be added from time to time;
- Online Banking;
- Bill Payment Service;
- Debit Card;
- Electronic Check Transactions;
- Transactions at a Point-of-Sale (POS) terminal whether or not an access device is used;
- Mobile Banking; and
- Remote Deposit Capture.

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

Section 1. General Disclosures Applicable to All Electronic Services

1. The Electronic Access Systems are the electronic methods by which you may access certain account information as provided in the Electronic Access System Additional Disclosures in Firefighters First Federal Credit Union Digital Services General Terms and Conditions. These may consist of the Online Banking, Mobile Banking, Zelle®, Remote Deposit Capture, Bill Payment, or other methods we may add from time to time.

2. "Card" means the ATM Card and Debit Card. "Access Code" means a password or identification number used to access your account(s) or Electronic Access Systems. "PIN" means a personal identification number; you may be issued a PIN for access to your Card(s) or any other Electronic Access Systems.

3. Your use of the electronic services is subject to our approval.

4. **Business Day Disclosure:** Our business days are Monday through Friday, except federal holidays. Our business hours are 7:00 a.m. to 4:00 p.m. Pacific Time, Monday through Friday. Branch hours and holiday schedules may be obtained through our website or by contacting us at our general information line. Mobile banking, online banking and the Bill Payment system are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

5. **Right to Receive Documentation of Transactions:**

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

b. **Periodic Statements:** You will receive a monthly account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

c. **Online Banking Transactions:** You may print a record of any individual transaction conducted through online banking at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction provided it is no more than twenty-four months for online banking and bill pay transactions from the date of the transaction. A fee may be charged for such a paper copy as set forth in the *Share Rates & Schedule of Fees and Charges*.

6. **In case of errors or questions about your electronic services transactions:** In case of errors or questions about your electronic services transactions, notify us immediately at (323) 254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890. If you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on your periodic statement or receipt, you can also contact us as provided above. We must hear from you no later than sixty (60) days after we send you the FIRST periodic statement on which the problem or error appeared. You must:

a. Tell us your name and account number;

b. Describe the error or the transaction you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information; and

c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

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

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

is considered a "new account" for the first thirty (30) days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we provisionally credited your account, we will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

In accordance with Visa Operating Rules and Regulations, you will receive provisional credit for Visa Debit Card losses for unauthorized use within five (5) business days after you have notified us of the loss. However, refer to the "Your Liability For Unauthorized Transactions and Advisability of Prompt Reporting" section of this Account Agreement for further details regarding Visa Debit Card transactions initiated through a non-Visa debit network.

8. **Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting:** You are responsible for all transfers you authorize using the electronic services described in this Account Agreement. If you permit other persons to use your Card, PIN(s), and/or Access Code, you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us AT ONCE if you believe your Card, PIN(s), and/or Access Code have been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of minimizing your possible losses. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft Personal Line of Credit, if you have one). However, if you believe your Card, PIN(s), and/or Access Code have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50 if someone used your Card, PIN(s), and/or Access Code to access your account without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, PIN(s), and/or Access Code and we can prove we could have stopped someone from using your Card, PIN(s), and/or Access Code without your permission if you had told us, you could lose as much as $500.

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

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

If you are using a Visa Debit Card for transactions that take place on the Visa network system or Plus network or Interlink transactions, Visa Rules and Regulations provide for zero liability for unauthorized transactions under certain conditions. This does not apply to transactions that are not processed through the Visa network, or to Visa Corporate Card transactions, Visa Purchasing Card transactions, Anonymous Visa Prepaid Card transactions, or ATM cash disbursements processed on non-Visa or non-Plus networks. *These exceptions do not apply to transactions originating from your negligence and/or fraudulent use of your Visa Debit Card*.

Please note that the term "unauthorized" electronic fund transfer, also referred to herein as an unauthorized transfer, has the same meaning as defined in Regulation E, 12 CFR § 1005.2(m). You understand and agree that you are responsible for all transfers you authorize. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions. You understand and agree that you will be responsible for all transactions that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error.

When you give someone your password or other means to access our electronic services, you are authorizing that person to use our electronic services, and you are responsible for all transactions that person performs while using our electronic services, unless otherwise provided for by applicable law. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions, unless otherwise provided for by applicable law.

9. How to Notify the Credit Union in the Event of an Unauthorized Transaction: If you believe your Card(s), PIN(s), or Access Code(s) have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must notify us as provided in (323) 254-1700 or (800) 231-1626, or write to us at P.O. Box 60890, Los Angeles, CA 90060-0890 or submit electronically via Online Banking or call the number listed on your Card or periodic statement. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

10. **Our Liability for Failure to Make or Complete Electronic Fund Transfers:** If we do not properly complete an EFT to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

a. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;

b. Delays in processing and/or payment are caused by third-party software and/or services;

c. Through no fault of ours, you do not have enough money available in your account (or sufficient collected funds) to complete the transaction(s);

d. The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;

e. We received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner);

f. The ATM or network system was not working properly and you knew about this breakdown when you started the transaction;

g. The ATM where you were conducting the transaction did not have enough cash or cash in the denominations you requested;

h. Your Card, PIN, or Access Code you provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip or chip, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, is retained by us at your request, or your Card, PIN, or Access Code has been repeatedly entered incorrectly;

i. The transaction would exceed an unused line of credit limit or other account transaction limits;

j. Our failure to complete the transaction or the placement of a block on your account is done to protect the security of your account and/or the electronic terminal system;

k. You make an error in keying your deposit at an ATM or through the Online Banking system (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result);

l. The payee mishandles or delays a payment sent by the Bill Payment Service;

m. You have not provided our Bill Payment Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or

n. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.

There may be other exceptions not specifically mentioned above.

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

THE FORGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

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

12. **Card Safety Precautions**: YOU MUST KEEP YOUR CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT. YOU MUST NOT DISCLOSE YOUR ATM PIN TO ANY UNAUTHORIZED PERSON OR WRITE IT ON YOUR CARD, CARRY IT IN YOUR WALLET OR PURSE, OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE; YOU WILL IMMEDIATELY REPORT ANY LOSS OR THEFT OF YOUR CARD. IF YOU AUTHORIZE US TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM YOUR ACCOUNT(S) WHICH CAN BE ACCESSED BY THE CARD REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD.

13. All transactions affected by use of Electronic Access Systems, Electronic Check Transactions, Cards, or other electronic transaction contemplated hereunder which would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of an Electronic Check Transaction, the Card(s) and/or PIN(s), or as otherwise authorized under this Account Agreement.

14. **Fees for EFTs:** All fees associated with your EFTs are disclosed in our *Share Rates & Schedule of Fees and Charges*. Any fees charged will be deducted from your checking or savings account. The Credit Union reserves the right to increase or add new fees at a future date after we give you notice of such fees as required by law.

15. If you have been issued an additional Card for a joint owner or authorized user on your account, any applicable transaction fees outlined in our *Share Rates & Schedule of Fees and Charges* will be based on combined transactions. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be

charged to your account within two (2) business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your monthly statement.

16. If you use an ATM that is not operated by us (a "non-proprietary ATM"), you may be subject to additional fee(s) imposed by another financial institution, merchant, and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer. This practice is known as "surcharging" and is in addition to any ATM fees charged by us.

Termination or Suspension of Electronic Services

17. You may, by written request, terminate any of the electronic services provided for in this Account Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination; however, if you ask us to terminate your account or the use of any electronic service, you will remain liable for subsequent transactions performed by any other party to your account. Termination of electronic service(s) does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination. Upon termination of electronic services, the Credit Union will endeavor to cancel any applicable account transactions you have previously authorized, provided that the Credit Union makes no guarantee that it will be able to do so. You will be solely responsible for any fees that apply to any such cancellation.

18. We reserve the right to terminate your access to the electronic services, in whole or in part, at any time and for any reason. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing as defined in Part VII below. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your account(s) to cover any fees and other transfers and debits.

19. If any of your loan payments are past due, you may be restricted from performing EFTs through Electronic Access Systems.

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

1. The limited disclosures in this section apply to the use of your Card to conduct EFTs, including, but not limited to, use of the Card at ATMs and POS terminals. However, a separate ATM/Debit Card Agreement and Disclosure will be provided to you separately when we issue a Card to you. By use of your Card at a participating POS terminal, you authorize us to make withdrawals from your designated account for cash advances and/or purchases. Access to ATMs is through the use of a Card and a PIN.

Foreign Transactions and Charges

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

We charge a Foreign Transaction Fee for Visa transactions settled outside the United States, which will be 1.00% of the transaction amount if the transaction is not in U.S. dollars, and for transactions in U.S. dollars the fee will be 1.00%. Your transactions that are initiated by you here in the United States, but processed by a merchant in another country will be subject to a Foreign Transaction Fee, even though you initiated the transaction here.

Section 3. Additional Disclosure Applicable to Electronic Access Systems

1. **Types of Transactions:** You will have access to Electronic Access Systems (which may consist of the Online Banking, Mobile Banking, Zelle®, Remote Deposit Capture, and Bill Payment with a personal Access Code, identification number, PIN, or password (collectively referred to as Access Codes) that you select. You may change your Access Code(s) at any time and should do so if an unauthorized person has access to your current Access Code(s). Additional disclosures applicable to the Electronic Access Systems will be provided to you when you enroll in such services.

Section 4. Additional Disclosures Applicable to Electronic Check Transactions

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

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

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

4. **Account Access:** Electronic Check Transactions may only be made from your checking account.

5. **Limitations on Dollar Amounts of Transactions:** You may make Electronic Check Transactions only to the extent that you have available funds in your checking account.

Section 5. Additional Disclosures Applicable to ACH Transactions

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

2. Types of Transactions: You may use our ACH services to perform the following transactions:

- Make a deposit to your savings or checking account;
- Pay bills directly from your savings or checking account in the amounts and on the day, you request;
- Make loan payments;
- 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.

3. 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 the telephone number provided at Part II Section 1 Paragraph 17 to find out whether or not the deposit has been made. For accounts that can only be accessed by preauthorized or direct deposits, we will provide a periodic statement to you at least monthly.

4. Right to Stop Payment and Procedure for Doing So: You can place a stop payment on a recurring payment by calling us at the telephone number or writing to us at the address provided at Part II Section 1 Paragraph 17, or logging into Online Banking and completing a stop payment form at www.firefightersfirstcu.org, at least three (3) business days or more before the next payment from your account is scheduled to be made. If you call or tell us orally, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call or the stop payment order will cease to be binding. We may charge you a fee for each stop payment order you give as set forth in our *Share Rates & Schedule of Fees and Charges*.

If you stop payment on a preauthorized payment from your account and that payment is a recurring debit, the stop payment applies only to that particular payment. You are not revoking authorization for the third party to receive the recurring payment. If you have requested to cancel the entire preauthorized payment authorization, you understand and agree that you must also contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party. A stop payment order hereunder will remain in effect until the earlier of: (1) the withdrawal of the stop payment order by you; or (2) the preauthorized payment not occurring, or if the stop payment relates to more than one preauthorized payment relating to a specific authorization involving a specific payee, all such preauthorized payments not occurring.

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

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

7. Our Liability for a Failure to Stop Payment: If you place a stop payment order three (3) business days or more before the transfer is scheduled, and we still pay, we will be liable for your losses or damages.

Part VI – Funds Transfer Agreement and Notice

1. This Funds Transfer Agreement and Notice ("Funds Transfer Agreement") contains several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union, as governed by Uniform Commercial Code and federal Regulation J, Subpart B. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Funds Transfer Agreement.

To the extent that the terms contained in this Funds Transfer Agreement are different than those in any other agreement or terms of account, this Funds Transfer Agreement shall control and be deemed to modify such other agreements or terms of account, this Funds Transfer Agreement shall control and be deemed to modify such other agreements or terms of account. If any part of this Funds Transfer Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

2. This Funds Transfer Agreement applies to Funds Transfer 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. This law and regulation cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits and some book transfers on the Credit Union's records.

3. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for wire transfers will be 1:00 p.m. PT on each business day that the Credit Union is open which is not a federal holiday for domestic transfers. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.

4. We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, your "Authorized Agents"). You must provide us with a complete list of your Authorized Agents at the time the funds transfer is initiated, as only you and your Authorized Agents will be permitted to initiate funds transfers from your accounts at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction authorized by you. You must promptly notify the Credit Union of any changes in your Authorized Agents by providing written notification of such change. Changes in Authorized Agents by you shall be effective the business day following receipt of written notice or a new Funds Transfer Agreement.

5. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union may amend the security procedure(s). You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using the security procedure(s) unless you notify the Credit Union in writing that you do not agree to the security procedure(s). In that event, we shall have no obligation to accept any payment order from you or the Authorized Agents on the account until you and we agree, in writing, on an alternative security procedure. Provided we comply with security procedure(s), you will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you. If we do not follow the security procedure(s) but can prove the transfer request was originated by you, you will still

be liable for the transfer amount plus transfer fees. You authorize us to record electronically or otherwise any telephone calls relating to any transfer under this Funds Transfer Agreement.

6. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law governing all Fedwire transactions. This means that your rights and liabilities with regard to a wire transfer involving Fedwire will be governed by Regulation J. We shall be excused from delaying or failing to execute a funds transfer if it would result in us exceeding any limitation on our intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal reserve or a rule or regulation of other governmental regulatory authorities.

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

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

9. We shall not be liable for acts or omissions by you or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's financial institution, and any beneficiary, none of which shall be deemed our agent.

10. We may give you credit for ACH payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree, if we do not receive such final settlement, that we are entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that we may provide you with access to ACH funds before we actually receive the money. However, if we do not receive the money, then we may reverse the entry on your account and you would be liable to repay us and the Originator will not be considered to have paid the credit entry.

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

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

If we receive notice that a wire transfer transmitted by us has been rejected, we shall notify you of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. We will have no further obligation to transmit the rejected wire transfer if it complied with this Funds Transfer Agreement with respect to the original transfer request.

Except to the extent required by applicable law, you shall have no right to cancel or amend any transfer request after it is received by us; however, we shall use reasonable efforts to act on a cancellation or change

request as long as it is received from you in accordance with the agreed-upon security procedures. We shall have no liability if the cancellation or change is not affected.

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

14. We may, in our sole discretion, reject any funds transfer request which (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to our satisfaction or which we reasonably believes may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that we shall incur no liability for any loss occasioned by our refusal to accept any funds transfer order.

15. We shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of the funds transfer request. We may charge a service fee for services relating to the sending or receiving of the funds transfer request. Such fees are set forth in the Credit Union's *Share Rates & Schedule of Fees and Charges*, which accompanies this Funds Transfer Agreement and is incorporated by this reference.

16. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that we will not be liable for any loss or liability arising from (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which we failed to abide by the agreed upon security procedures) which you fail to report to us within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within our reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Funds Transfer Agreement; (5) any ambiguity or inaccuracy in any instruction given to us by you or your Authorized Agent; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond our reasonable control, including, but not limited to, any computer or communication facilities malfunction.

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

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

Part VII – Member Conduct, Limitation of Services, and Expulsion Policy

Section 1. General Provisions

- The privilege of Firefighters First Federal Credit Union services available to members must be reserved for members who are in "good standing." The purpose of this policy is to (1) protect the Credit Union's employees, volunteers and members from abusive members; (2) protect the Credit Union from fraudulent activity; (3) safeguard member assets; and (4) mitigate the risk of Credit Union losses. To this end, this Part VII addresses standards of member conduct in order to assure the rights and protection of the Credit Union's employees, volunteers and members.

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

- In the event that you engage in any type of the following behavior, the Credit Union is authorized to apply appropriate remedial measures against you, including but not limited to limitation of services and expulsion:

    - a substantial or repeated violation of this Agreement;

    - substantial or repeated disruption, including dangerous or abusive behavior, to the Credit Union's operations;

    - fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to the Credit Union, including in connection with Credit Union employees conducting business on behalf of the Credit Union;

Section 2: Definitions

- "Cause" is defined as (a) a substantial or repeated violation of this Agreement; (b) a substantial or repeated disruption, including dangerous or abusive behavior, to the Credit Union's operations; or (c) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to the Credit Union, including in connection with Credit Union employees conducting business on behalf of the Credit Union.

- "Dangerous or abusive behavior" includes the following: (1) violence, intimidation, physical threats, harassment, or physical or verbal abuse of officials or employees of the Credit Union, members, or agents of the Credit Union. This only includes (a) actions while on Credit Union premises or otherwise related to Credit Union activities, and through use of telephone, mail, email, or other electronic method; (b) behavior that causes or threatens damage to Credit Union property; or (c) unauthorized use or access of Credit Union property.

  The following is a non-exhaustive list of examples of types of behavior that may be viewed as "abusive" or "dangerous" by the Credit Union:

    - Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.

    - Any form of action which may constitute harassment under the Credit Union's harassment policy. For example:

        - Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.

        - Inappropriate touching.

- Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example:
    - Engaging in offensive or abusive physical contact.
    - Making false, vicious or malicious statements about any Credit Union employee or volunteer or the Credit Union and its services, operations, policies, practices, or management.
- Using profane, abusive, vulgar, intimidating or threatening language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business.
- Bringing or possessing firearms or weapons or any hazardous or dangerous device on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.
- Possession, sale, use or being under the influence of an unlawful or unauthorized substance (e.g., drugs or alcohol) on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.
- Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
- Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services.
- Any posting, defacing, or removing notices or signs on Credit Union premises, or writing on Credit Union bulletin boards without management authorization.
- Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union.
- Deliberate or repeated violations of security procedures or safety rules.
- Any other act which endangers the safety, health or well-being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

Section 3: Expulsion

The Credit Union may terminate your membership in the Credit Union in one of three ways. The first way is through a special meeting. Under this option, the Credit Union may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the Credit Union for cause.

Before the board votes on an expulsion, the Credit Union must provide written notice to your mail address (or email, if applicable) on record or personally provide the written notice. The Credit Union must provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with the Credit Union up to date, and to open and read notices from the Credit Union. Unless the Credit Union determines to allow otherwise, there is no right to an in-person hearing with the board. If you fail to request a hearing within sixty (60) calendar days of receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the Credit Union.

With respect to nonparticipation, a member may be expelled for nonparticipation if they have:

- failed to deposit a par share within 30 days of opening a membership or drawn their account below the par value and not replenished it to the par value for 30 days

Members to be expelled for nonparticipation shall be provided notice of nonparticipation at least sixty (60) days from the mailing (or electronic transmission) of the notice to participate in the Credit Union. At the expiration of such period, we may terminate your membership.

The Credit Union will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the Credit Union, and the Credit Union may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions. For additional information on expulsion and a copy of our expulsion policy, see Article XIV of the Credit Union's Bylaws.

Section 4: Limitation of Services

Cause for expulsion can also or instead be cause for limitation of services under this Section 4.

- Any or all of the following actions may be imposed for Cause:
    - Denial of all services other than the right to maintain a non-dividend bearing share account and the right to vote at annual and special meetings.
    - Preclusion from personal contact with Credit Union employees or volunteers such that Credit Union services may be available only through written communication through the U.S. mail, ATM, online banking, telephone banking, or other remote access device designated by Credit Union Senior Management.
    - Preclusion from access to the Credit Union premises.
    - Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.
    - Taking any other action deemed appropriate under the circumstances that is not precluded by NCUA Rules and Regulations, the Credit Union's Bylaws or other applicable federal or state law.
    - Limiting or denying you access to electronic banking services, which include, but are not limited to, ATM/debit card usage, Online Banking, Mobile Banking, and Telephone Banking.
    - Expulsion (see Section 3, above)

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

Section 5: Other Actions We Can Take

- We may also take other actions not prohibited under applicable law that we deem appropriate or expedient in order to collect on loans, contact you, cause you to contact us for loan or account servicing purposes, stop misuse of individual services, or stop your use of specifically impacted services from imposing undue burdens on our operations. This may include turning off specific electronic functionalities or access devices or refusing to reissue access devices or credentials. Such individual and specific actions shall not be considered limitation of services and need not be for Cause.

- In order to encourage you to contact us, in the event that we have been unable to contact you regarding a delinquent negative deposit balance or loan payment, we may limit your access to remote, card, electronic, or automatic payment services until you contact us and/ or provide us with your contact information in accordance with this Account Agreement and any applicable loan document.

- In the event that you are delinquent in your obligations to us to the extent that the Credit Union incurs material expenses, we may limit your access to remote, card, electronic, or automatic payment services in order to reduce the expense related to your accounts and reduce the cost to you or the Credit Union of later collections activity.

- As provided above, we or you may close any of your account(s) at any time. If an account is closed, we may send the collected balance on deposit in your account less any fees, claims, setoffs, or other amounts you are responsible for, by regular mail to your most recent address shown in our records. Items presented for payment after the account is closed may be dishonored.

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

Nothing in this Policy limits the Credit Union's from taking administrative or actions on individual accounts, loans, or services with respect to collections or other normal account administrative activity.

Your savings federally insured to at least $250,000
and backed by the full faith and credit of the United States Government

NCUA

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

Insured by NCUA

Rev. 10/2025

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