

# Things You Need to Know About Your Account

- Terms and Conditions
- Privacy Notice and Disclosure
- Electronic Transfers
- Funds Availability
- Truth in Savings

Effective April 1, 2008

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign your membership agreement or open or continue to have your account with us, you agree to these rules, our bylaws and any bylaw amendments. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us at (877) 732-2848.

This agreement is subject to applicable federal laws and the laws of the State of California (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- summarize some laws that apply to common transactions;
- establish rules to cover transactions or events which the law does not regulate;
- establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the membership agreement for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

**MEMBERSHIP ELIGIBILITY** - To be eligible for membership, you must be an individual or entity within the Credit Union's field of membership. You must purchase and maintain ten shares (at \$5 par value), \$50, in your Primary Share Account at all times as a condition of membership. The first \$50 deposited into your Primary Share Account (your membership shares) will be "held." You cannot use the \$50 in your Primary Share Account including and without limitation to pay overdrafts on your Checking Account, loan or Credit Card payments, preauthorized withdrawals, Automated Teller Machine (ATM) or other electronic services associated with your account.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we may provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

**WITHDRAWALS** - **Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the membership agreement may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the membership agreement to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless

we have received written notice of the postdating in time to have a reasonable opportunity to act.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. In addition, we may place limitations on the account until your identity is verified.

**Waivers** - Even if we honor a nonconforming request, we are not required to do so later. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. The fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later.

**OVERDRAFT/COURTESY CLEARING** -The Credit Union's policy is to encourage members to avoid overdrafts. We may terminate, without notice, any account with excessive insufficient funds activity; we will also report the account to a consumer credit agency such as ChexSystems. You can minimize the risk of potential overdraft by keeping good records and promptly balancing your account to your statement.

If we receive a check, preauthorized withdrawal, ATM withdrawal, or Check Card transaction drawn on your account, and there are insufficient funds in the account to pay the item, we may do one of the following:

- Cover the item automatically under the terms of any Credit Union overdraft protection plan you have established. You may select your line of credit (LOC, EquityLine, Visa@ Classic, Gold, or Platinum), Primary Savings, Special Savings, other Checking, or Money Market Max accounts for overdraft protection. The Credit Union will transfer any available amount necessary to cover the item presented for payment. A fee will be charged for each overdraft protection transfer. (Please refer to the Consumer Services Fee Schedule). The Credit Union will transfer from your line of credit if sufficient credit is available and your line of credit is not delinquent. There are no limitations on the number of overdraft protection transfers made per month from your line of credit. Your Primary Savings Account will not be brought below the \$50 minimum balance for overdraft protection. Savings transfers are limited per calendar month (See the Transfer Limitations section in this booklet for more details). If you designate a Savings Account for overdraft protection, the plan is not automatically transferred if you move the funds to another Savings Account.
- Pay the item and create an overdraft in your account as a courtesy clearing. You will be charged a fee whenever such a courtesy clearing is made. (Please refer to the Consumer Services Fee Schedule). We may place a hold on balances in any other account you may have with us until the overdraft is paid, or we may set off the amount of the overdraft against any of your other accounts including accounts to which your salary, Social Security or disability benefits are directly deposited by the payer according to the terms of this agreement. Courtesy clearing on checks and preauthorized electronic withdrawals, such as ACH, is available to qualified members as determined by the Credit Union. You will be notified if you qualify for courtesy clearing. You may opt out of courtesy clearing by contacting us; however, Check Card and ATM transactions will be paid in accordance with Check Card and ATM processor rules and agreements.
- Return the item unpaid. If the Credit Union pays an item drawn on your account, we are not obligated to continue paying your checks or preauthorized withdrawals and creating or increasing overdrafts in the future. The Credit Union may stop paying items, which create overdrafts, without notice to you. You must repay any overdraft in your account immediately.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account 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 make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this agreement "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent. All owners must meet our qualifications for membership. Each owner of this account has access to all sub-accounts including but not limited to, balance information, account history, and available funds on revolving lines of credit.

**Individual Account** - is an account in the name of one person.  
**Joint Account** - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s).

**Joint Account of Husband and Wife with Right of Survivorship** - This account or certificate is owned by the named parties, who are husband and wife, and is presumed to be their community property. Upon the death of either of them, ownership passes to the survivor.

**Community Property Account of Husband and Wife** - This account or certificate is the community property of the named parties who are husband and wife. The ownership during lifetime and after the death of a spouse is determined by the law applicable to community property generally and may be affected by a will.

**Tenancy in Common Account** - This account or certificate is owned by the named parties as tenants in common. Upon the death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party or, if none, to the estate of that party.

**P.O.D. Account with Single Party** - This account or certificate is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s).

**P.O.D. Account with Multiple Parties** - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s).

**Totten Trust Account - (subject to this form)** - If two or more of you create this account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Trust and Fiduciary Account Subject to Separate Agreement** - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

**BUSINESS ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

**STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was verbal your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TRANSFER LIMITATIONS** - For Savings and Money Market Accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party during any calendar month (or statement cycle of at least four weeks). Of these six, you may make no more than three transfers to a third party by check, debit card, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the Automated Clearing House (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

**AMENDMENTS AND TERMINATION** - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the Credit Union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You may be expelled from membership if you are convicted of a criminal offense, fail to carry out your contracts with us, exhibit conduct and/or behavior which poses a threat to the health, safety, and welfare of our personnel and/or other members, and refuse to comply with the provisions of California Credit Union Law or the bylaws. You must keep us informed of your current address at all

times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**STATEMENTS** - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period. Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a Business Account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If, in connection with a Direct Deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If this option is selected, this is a temporary account agreement. This means that all account owners have not yet signed the membership agreement, or that some other account opening requirement has not been completed. We may give you a duplicate membership agreement so that you can obtain all of the necessary signatures and return it to us. Each person who signs in the space designated for signatures on the membership agreement (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account or from any other account you have with us, any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance due for which we properly accelerate under the note.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account (IRA) or other tax-deferred retirement account, or (b) 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), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an authorized signer.

**RESTRICTIVE LEGENDS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000." 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 restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

**PLEDGES** - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FICTITIOUS BUSINESS NAME ACCOUNTS** - If you hold an account under a fictitious name, each of you represents that one or more of you have the right to use that name and have fulfilled all the legal requirements for using the name and doing business under that name. "Fictitious business name" means, in the case of an individual, a name that does not include the surname (last) of the individual or that suggests the existence of additional owners (e.g., "& Company"). In the case of a partnership, other than a limited partnership, a name that does not include the surname of each general partner or a name that suggests the existence of additional owners is a fictitious business name. In the case of a corporation, any name other than the corporate name stated in its articles of incorporation is a fictitious business name. In the case of a limited partnership or a limited liability company, any name other than the name of the limited partnership or limited liability company on file with the Secretary of State is a fictitious business name.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the membership agreement or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**NCUA INSURANCE** - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States Government. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Share insurance for the other ownerships is at least \$100,000 per interest of the owner. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at [ncua.gov](http://ncua.gov) and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.

Name	7654
Address, City, State	_____20_____
Pay to the order of	_____ \$ _____
	_____ dollars
Bank Name and Location	
Memo	
⑆ 1 2 3 4 5 6 7 8 9 ⑆	7 6 5 4

FRONT OF CHECK

TRAILING EDGE

YOUR ENDORSEMENT MUST BE WITHIN THIS AREA

← 1 1/2" →	Keep your endorsement out of this area.
------------	---

BACK OF CHECK

It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, a prior endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

**UNCLAIMED PROPERTY LAW** - Your shares and accumulated dividends earned will escheat to the State Controller if for more than two and a half years you:

1. Have not claimed a cash dividend, paid or withdrawn funds; or
2. Have not corresponded in writing with us indicating an interest in your shares; or
3. Have not indicated any interest, which is evidenced by memorandum or other record on file with us (example: a pledge of shares as security for a loan).

Before escheat occurs, the following conditions must also be met:

1. Your address is in California; or
2. Your address is not shown in our records and our principal place of business is in California; or
3. Your address is in another state and our principal place of business is in California and the state in which you reside does not escheat the shares.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

**Account type - TIN**

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the nintheti day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**CHANGING ACCOUNT PRODUCTS** - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**TRANSACTIONS BY MAIL** - You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**COLLECTION COSTS AND ATTORNEYS' FEES** - If you are in default of any of the terms and conditions of this Disclosure and Agreement, you agree to pay the Credit Union's collection costs, attorneys' fees, court costs, and any other expense of enforcing the Credit Union's rights under this Disclosure and Agreement. If the Credit Union can prove that you knowingly made false statements or reports for the purpose of influencing the Credit Union's decision(s) in opening an account(s) and/or in providing you service(s), you agree to pay the Credit Union's collection costs, attorneys' fees, court costs, and any other expense of enforcing the Credit Union's rights under this Disclosure and Agreement.

**CHECK PROCESSING** - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed. We may accept, pay, certify or charge items in any order. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**CHECK STORAGE AND COPIES** - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

**SECURITY** - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). For example, if you provide your account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from your account. If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**MONITORING AND RECORDING TELEPHONE CALLS** - We may monitor or record phone calls for security reasons and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

**TELEPHONIC INSTRUCTIONS** - Unless we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information

we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you do not initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) by others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will apply to any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the State of California. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us.

**Funds transfer** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Generally, a funds transfer does not include any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended from time to time. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

**Authorized account** - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no

circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**Record of oral or telephone orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code and governed by the laws of the State of California.

**Refund of credit** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of funds transfer agreement** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**Limit on liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 60 days of our notice to you.

## NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

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

**PRIVACY NOTICE AND DISCLOSURE**

San Diego County Credit Union is dedicated to providing you with products and services to meet your financial goals any where, any way, any time. Keeping your personal financial information secure and confidential is our utmost priority. We value the trust and confidence that you have placed in us and we will continue to protect your privacy.

**Protecting Your Information** - The security of personal financial information is very important to us and we take a number of steps to protect it. We limit access to personal and account information to those SDCCU® employees who need to know that information in providing products and services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard nonpublic personal information about you. We also require affiliates with whom we do business to maintain strong confidentiality practices.

**Information About Former Members** - This notice describes SDCCU’s privacy policy and is provided to you as required by law. If you have any questions, please call us at (877) 732-2848.

**ELECTRONIC FUND TRANSFERS  
YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and Credit Union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your Credit Union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your Checking or Savings Account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your Checking or Savings Account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your Checking or Share Draft Account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

**TalkTone Teller® or TouchTone Teller Telephone Transfers - types of transfers** - You may access your account by telephone 24-hours a day using your Personal Identification Number (PIN), a Touch Tone Phone (TouchTone Teller only), and your account numbers, to:

- transfer funds from Checking to Checking
- transfer funds from Checking to Savings
- transfer funds from Savings to Checking
- transfer funds from Savings to Savings
- transfer funds from Line of Credit to Checking
- transfer funds from Line of Credit to Savings
- make payments from Checking to Loan Accounts with us
- make payments from Savings to Loan Accounts with us
- get information about:
  - the account balance of Checking Accounts
  - the account balance of Savings Accounts
  - account balance of Loan Accounts

Other transactions are available. Please refer to our Telephone Banking Brochure for details.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM card and Personal Identification Number (PIN) or Visa Check Card and Personal Identification Number (PIN), to:

- make deposits to Checking Account(s) with an ATM Card
- make deposits to Checking Account(s) with a Visa Check Card
- make deposits to Savings Account(s) with an ATM Card
- make deposits to Savings Account(s) with a Visa Check Card
- get cash withdrawals from account(s) with an ATM Card

- you may withdraw no more than \$500 per day on Classic and myChecking Accounts
- you may withdraw no more than \$1,000 per day on High-Yield Checking Accounts
- you may withdraw no more than \$300 per day on Builder Accounts
- the maximum withdrawal will vary on teenFIRST® Accounts, not to exceed \$300 per day
- get cash withdrawals from account(s) with a Visa Check Card
- you may withdraw no more than \$500 per day on Classic and myChecking Accounts
- you may withdraw no more than \$1,000 per day on High-Yield Checking Accounts
- you may withdraw no more than \$300 per day on Builder Accounts
- the maximum withdrawal will vary on teenFIRST® Accounts, not to exceed \$300 per day

- transfer funds from Savings to Checking Account(s) with an ATM Card
- transfer funds from Savings to Checking Account(s) with a Visa Check Card
- transfer funds from Checking to Savings account(s) with an ATM Card
- transfer funds from Checking to Savings account(s) with a Visa Check Card
- make payments from Checking Account(s) with an ATM Card to Line of Credit
- make payments from Checking Account(s) with a Visa Check Card to Line of Credit
- get information about:
  - the account balance of your Checking Account(s)
    - with an ATM Card
    - with a Visa Check Card
  - the account balance of your Savings Account(s)
    - with an ATM Card
    - with a Visa Check Card

Some of these services may not be available at all terminals.

**Types of ATM Card Point-of-Sale Transactions** - You may access your Checking Account(s) to purchase goods (in person), pay for services (in person), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card (as credit):

- you may not exceed \$1,000 in transactions per day on Classic, myChecking and High-Yield Checking Accounts
- you may not exceed \$500 in transactions per day on Builder Accounts
- maximum transaction amounts per day will vary for teenFIRST® Accounts, not to exceed \$300 per day

**Types of Visa Check Card Point-of-Sale Transactions** - You may access your Checking Account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card (as credit):

- you may not exceed \$5,000 in transactions per day on Classic, myChecking and High-Yield Checking Accounts
- you may not exceed \$500 in transactions per day on Builder Accounts
- maximum transaction amounts per day will vary for teenFIRST® Accounts, not to exceed \$300 per day

**Currency Conversion and International Transactions.** When you use your Visa Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. As a result, we charge you a 1% international transaction fee on all international transactions regardless of whether there is a currency conversion. An international transaction is a transaction where the country of the merchant is outside the USA.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Please see your cardholder agreement for additional information relating to the use of your ATM card or Visa Check Card.

**Internet Branch and Bill Payer Plus™ Computer Transfers - types of transfers** - You may access your account(s) by computer through the Internet by logging onto our website at sdcuu.com and using your Internet Branch Password and your account numbers, to:

- transfer funds from Checking to Checking
- transfer funds from Checking to Savings
- transfer funds from Savings to Checking
- transfer funds from Savings to Savings
- transfer funds from Line of Credit to Checking
- transfer funds from Line of Credit to Savings

- make payments from Checking to Loan Account(s) with us
- make payments from Checking to third parties
  - please refer to our Consumer Services Fee Schedule for details
- make payments from Savings to Loan Account(s) with us
- get information about:
  - the account balance of Checking Account(s)
  - the account balance of Savings Account(s)
  - the account balance of Loan Account(s)

Other transactions are available. Please refer to the specific Electronic Funds Transfer Agreement found on sdcuu.com for details.

**FEES**

- We do not charge for direct deposits to any type of account.
  - We do not charge for preauthorized payments from any type of account.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

**DOCUMENTATION**

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (877) 732-2848 to find out whether or not the deposit has been made.

• **Periodic statements.** You will get a monthly account statement from us for your Checking Accounts.

You will get a monthly account statement from us for your Savings Accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

**PREAUTHORIZED PAYMENTS**

• **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our Consumer Services Fee Schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**FINANCIAL INSTITUTION'S LIABILITY**

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the Automated Teller Machine (ATM) where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

**CONFIDENTIALITY**

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Disclosure contained elsewhere in this document.

**UNAUTHORIZED TRANSFERS**

- (a) **Consumer liability.**
  - *Generally.* Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft of your card and/or code you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after

you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

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

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

• *Limited Liability for Visa Check Card.* Your liability is further limited if your card can be used to initiate a transaction for which you are not required to provide identifying information, such as a Personal Identification Number (PIN). You could lose all the money in your account. Your liability for the unauthorized use of your card will be no more than \$50 if you notify us of the unauthorized use.

In addition, when used in point-of-sale transactions, and unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions if your card is lost or stolen. This limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by Visa.

If you fail to notify us of an unauthorized use that appears on a periodic statement within 60 days of our transmittal of the statement, and we can establish that we could have prevented the unauthorized use if you had notified us within this period, you will be liable for each unauthorized transfer (other than Visa point-of-sale transactions) that occur after the close of the 60 days and before you give us notice.

If you fail to notify us because of extenuating circumstances beyond your control that contributed to your delay in notifying us, such as a serious physical impairment or hospitalization, this time period may be extended.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

**ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days (5 business days for Visa Check Card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa Check Card point-of-sale transactions and 20 business days if the transfer involved a new account) 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 or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

SAN DIEGO COUNTY CREDIT UNION  
6545 SEQUENCE DRIVE  
SAN DIEGO, CALIFORNIA 92121  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: (877) 732-2848

MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

**NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an Automated Teller Machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.

6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts and savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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 closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM we own or operate before 3:00 P.M. 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 at an ATM we own or operate after 3:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$100 of your deposit, however, may be available on the first business day.

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

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

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

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

### SPECIAL RULES FOR NEW ACCOUNTS

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

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

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

### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at Automated Teller Machines (ATMs) we do not own or operate will not be available until the third business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

All ATMs that we own or operate are identified as our machines.

## TRUTH-IN-SAVINGS DISCLOSURE

### CLASSIC CHECKING ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, 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 last day of the dividend period, and for the example above is January 31.

#### Minimum balance requirements:

The minimum balance required to open this account is \$25.

You must maintain a minimum average daily balance of \$1,000, a combined average daily savings balance of \$2,500, or have a Direct Deposit of \$100 or more per pay period during the month to avoid a monthly fee.

You must maintain a minimum average daily balance of \$1,500 in your account to obtain the disclosed annual percentage yield.

#### Fees:

Please see our separate Consumer Services Fee Schedule for current fees that may apply to this account.

**Average daily balance computation method** - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

#### Transaction limitations:

- The maximum Automated Teller Machine (ATM) withdrawal we allow is \$500 per day.
- The maximum Point-of-Sale transaction we allow is \$1,000 per day.
- The maximum Visa Check Card transaction we allow (when used as a credit) is \$5,000 per day.

These accounts consist of a separate transaction sub account and a separate savings sub account. These will be treated as legally separate accounts with separate balances as shown in our records, although for your convenience we will combine them on your monthly statement so that the format of your statement will not change. Funds not routinely needed to pay debits may be transferred to the savings sub account. We may periodically transfer funds between these two sub accounts as necessary to cover the level of debit activity in your account. If you maintain the minimum average daily balance necessary to obtain a dividend, your dividend calculation will remain the same on both sub accounts. Otherwise, the savings sub account will not earn dividends. The savings sub account will be governed by the rules governing our other savings accounts indicated in the Transfer Limitations Section of your Account Agreement. This sub account structure will not affect your available balance, dividends you may earn, NCUA insurance coverage, your monthly statement, or any other features of this account.

### HIGH-YIELD CHECKING ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this

same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is January 31.

#### Minimum balance requirements:

The minimum balance required to open this account is \$5,000.

You must maintain a minimum average daily balance of \$25,000 in your account to avoid a maintenance fee. If, during any month, your average daily balance is below the required minimum, your account will be subject to a maintenance fee for that month. Please refer to our Consumer Services Fee Schedule.

#### Fees:

Please see our separate Consumer Services Fee Schedule for current fees that may apply to this account.

**Average daily balance computation method** - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

#### Transaction limitations:

- The maximum Automated Teller Machine (ATM) withdrawal we allow is \$1,000 per day.
- The maximum Point-of-Sale Transaction we allow is \$1,000 per day.
- The maximum Visa Check Card transaction we allow (when used as a credit) is \$5,000 per day.

This account consists of a separate transaction sub account and a separate savings sub account. These will be treated as legally separate accounts with separate balances as shown in our records, although for your convenience we will combine them on your monthly statement so that the format of your statement will not change. Funds not routinely needed to pay debits may be transferred to the savings sub account. We may periodically transfer funds between these two sub accounts as necessary to cover the level of debit activity in your account. If you maintain the minimum average daily balance necessary to obtain a dividend, your dividend calculation will remain the same on both sub accounts. Otherwise, the savings sub account will not earn dividends. The savings sub account will be governed by the rules governing our other savings accounts indicated in the Transfer Limitations Section of your Account Agreement. This sub account structure will not affect your available balance, dividends you may earn, NCUA insurance coverage, your monthly statement, or any other features of this account.

### myCHECKING ACCOUNT

#### Rate and Dividend Information:

This is a non-interest, non-dividend bearing account.

#### Minimum balance requirements:

The minimum balance required to open this account is \$25.

You must be enrolled in eStatements each calendar month to avoid a monthly fee.

#### Transaction limitations:

- The maximum Automated Teller Machine (ATM) withdrawal we allow is \$500 per day.
- The maximum Point-of-Sale transaction we allow is \$1,000 per day.
- The maximum Visa Check Card transaction we allow (when used as a credit) is \$5,000 per day.
- teenFIRST accounts will vary and are not to exceed \$300 per day.

#### Fees:

Please see our separate Consumer Services Fee Schedule for current fees that may apply to this account.

This account consists of a separate transaction sub account and a separate savings sub account. These will be treated as legally separate accounts with separate balances as shown in our records, although for your convenience we will combine them on your monthly statement so that the format of your statement will not change. Funds not routinely needed to pay debits may be transferred to the savings sub account. We may periodically transfer funds between these two sub accounts as necessary to cover the level of debit activity in your account. If you maintain the minimum average daily balance necessary to obtain a dividend, your dividend calculation will remain the same on both sub accounts. Otherwise, the savings sub account will not earn dividends. The savings sub account will be governed by the rules governing our other savings accounts indicated in the Transfer Limitations Section of your Account Agreement. This sub account structure will not affect your available balance, dividends you may earn, NCUA insurance coverage, your monthly statement, or any other features of this account.

### teenFIRST® Checking

The teenFIRST® Checking Account is for minors (ages 16 to 17). A parent or legal guardian must be Joint Owner on the account until the minor reaches the age of 18. The joint owner consents and agrees to be the guarantor for any and all financial liabilities incurred through the use of any services, until the minor reaches 18. TeenFIRST Accounts do not require eStatements. When the minor reaches age 18, the account will be converted to a myChecking Account and will need to enroll in eStatements to avoid a monthly fee.

#### Rate and Dividend Information:

This is a non-interest, non-dividend bearing account.

#### Minimum balance requirements:

The minimum balance required to open this account is \$25.

#### Transaction limitations:

- The maximum Automated Teller Machine (ATM) withdrawal we allow may vary but is not to exceed \$300 per day.
- The maximum Point-of-Sale transaction we allow may vary but is not to exceed \$300 per day.
- The maximum Visa Check Card transaction we allow may vary but is not to exceed \$300 per day.

#### Fees:

Please see our separate Consumer Services Fee Schedule for current fees that may apply to this account.

This account consists of a separate transaction sub account and a separate savings sub account. These will be treated as legally separate accounts with separate balances as shown in our records, although for your convenience we will combine them on your monthly statement so that the format of your statement will not change. Funds not routinely needed to pay debits may be transferred to the savings sub account. We may periodically transfer funds between these two sub accounts as necessary to cover the level of debit activity in your account. If you maintain the minimum average daily balance necessary to obtain a dividend, your dividend calculation will remain the same on both sub accounts. Otherwise, the savings sub account will not earn dividends. The savings sub account will be governed by the rules governing our other savings accounts indicated in the Transfer Limitations Section of your Account Agreement. This sub account structure will not affect your available balance, dividends you may earn, NCUA insurance coverage, your monthly statement, or any other features of this account.

### BUILDER CHECKING ACCOUNT

#### Rate and Dividend Information:

This is a non-interest, non-dividend bearing account.

#### Minimum balance requirements:

The minimum balance required to open this account is \$25.

#### Transaction limitations:

- The maximum Automated Teller Machine (ATM) withdrawal we allow is \$300 per day.
- The maximum Point-of-Sale transaction we allow is \$500 per day.
- The maximum Visa Check Card transaction we allow (when used as a credit) is \$500 per day.

#### Fees:

Please see our separate Consumer Services Fee Schedule for current fees that apply to this account.

This account consists of a separate transaction sub account and a separate savings sub account. These will be treated as legally separate accounts with separate balances as shown in our records, although for your convenience we will combine them on your monthly statement so that the format of your statement will not change. Funds not routinely needed to pay debits may be transferred to the savings sub account. We may periodically transfer funds between these two sub accounts as necessary to cover the level of debit activity in your account. If you maintain the minimum average daily balance necessary to obtain a dividend, your dividend calculation will remain the same on both sub accounts. Otherwise, the savings sub account will not earn dividends. The savings sub account will be governed by the rules governing our other savings accounts indicated in the Transfer Limitations Section of your Account Agreement. This sub account structure will not affect your available balance, dividends you may earn, NCUA insurance coverage, your monthly statement, or any other features of this account.

### PRIMARY SAVINGS ACCOUNT

#### Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, 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 last day of the dividend period, and for the example above is January 31.

#### Minimum balance requirements:

The minimum required to open this account is the purchase of ten shares, \$50, in this Credit Union.

You must maintain a minimum daily balance of \$50 in your account to avoid a below minimum balance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a below minimum balance fee for that month. Please refer to our Consumer Services Fee Schedule.

The discussion above about the below minimum balance fee does not allow you to use your minimum \$50 share purchase amount for voluntary charges such as Credit Card or loan payments and just incur the below minimum balance fee as a result of such use.

You cannot use the minimum \$50 share purchase amount for any of the purposes described in the Membership Eligibility section. There may be certain limited circumstances, however, where we need to use your minimum \$50 share purchase amount to pay for involuntary charges, such as levies, liens or garnishments, if the amount of such charges exceeds the amounts in your Checking and Share Accounts. In such limited events, you will be charged a below minimum balance fee for the month in which the involuntary charge occurs. In order to maintain your active membership status, you will thereafter need to promptly deposit additional monies into your share/savings account to bring the balance of such account up to at least the minimum requirement of \$50.

You must maintain a minimum average daily balance of \$100 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method** - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction. No more than three of the six transfers may be made by debit card or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

This account consists of a separate transaction sub account and a separate savings sub account. These will be treated as legally separate accounts with separate balances as shown in our records, although for your convenience we will combine them on your monthly statement so that the format of your statement will not change. Funds not routinely needed to pay debits may be transferred to the savings sub account. We may periodically transfer funds between these two sub accounts as necessary to cover the level of debit activity in your account. If you maintain the minimum average daily balance necessary to obtain a dividend, your dividend calculation will remain the same on both sub accounts. Otherwise, the savings sub account will not earn dividends. The savings sub account will be governed by the rules governing our other savings accounts indicated in the Transfer Limitations Section of your Account Agreement. This sub account structure will not affect your available balance, dividends you may earn, NCUA insurance coverage, your monthly statement, or any other features of this account.

**Par value of a share:**

The par value of a share in this account is \$5.

**SPECIAL SAVINGS ACCOUNT****Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, 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 last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

You must maintain a minimum average daily balance of \$100 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method** - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction. No more than three of the six transfers may be made by debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

This account consists of a separate transaction sub account and a separate savings sub account. These will be treated as legally separate accounts with separate balances as shown in our records, although for your convenience we will combine them on your monthly statement so that the format of your statement will not change. Funds not routinely needed to pay debits may be transferred to the savings sub account. We may periodically transfer funds between these two sub accounts as necessary to cover the level of debit activity in your account. If you maintain the minimum average daily balance necessary to obtain a dividend, your dividend calculation will remain the same on both sub accounts. Otherwise, the savings sub account will not earn dividends. The savings sub account will be governed by the rules governing our other savings accounts indicated in the Transfer Limitations Section of your Account Agreement. This sub account structure will not affect your available balance, dividends you may earn, NCUA insurance coverage, your monthly statement, or any other features of this account.

**IRA SAVINGS ACCOUNT****Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, 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 last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

You must maintain a minimum average daily balance of \$100 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method** - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction. No more than three of the six transfers may be made by debit card or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

**MONEY MARKET MAX ACCOUNT****Rate Information:**

The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors.

**Compounding and crediting** - Dividends will be compounded every month. Dividends will be credited to your account every month.

**Dividend period** - For this account type, 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 last day of the dividend period, and for the example above is January 31.

**Minimum balance requirements:**

The minimum balance required to open this account is \$5,000.

You must maintain a minimum average daily balance of \$100 in your account to obtain the disclosed annual percentage yield.

**Average daily balance computation method** - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

**Accrual of dividends on noncash deposits** - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

**Transaction limitations:**

During any calendar month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the Credit Union.

This account consists of a separate transaction sub account and a separate savings sub account. These will be treated as legally separate accounts with separate balances as shown in our records, although for your convenience we will combine them on your monthly statement so that the format of your statement will not change. Funds not routinely needed to pay debits may be transferred to the savings sub account. We may periodically transfer funds between these two sub accounts as necessary to cover the level of debit activity in your account. If you maintain the minimum average daily balance necessary to obtain a dividend, your dividend calculation will remain the same on both sub accounts. Otherwise, the savings sub account will not earn dividends. The savings sub account will be governed by the rules governing our other savings accounts indicated in the Transfer Limitations Section of your Account Agreement. This sub account structure will not affect your available balance, dividends you may earn, NCUA insurance coverage, your monthly statement, or any other features of this account.

**CERTIFICATE ACCOUNT**

**Rate Information** - The dividend rate on your Certificate Account is disclosed on your deposit rate schedule. You will be paid this rate until first maturity.

**Compounding Frequency** - Unless otherwise paid, dividends will be compounded every month.

**Crediting Frequency** - Dividends will be credited to your account every month. Alternatively, you may choose to have dividends paid to you or another SDCCU account every month (only if dividend amount is \$10 or greater) rather than credited to this account.

**Dividend Period** - For this account type, the dividend period is monthly.

**Minimum Balance Requirements** - The minimum balance required to open this account is \$2,000, \$10,000 or \$90,000. If withdrawing principal, you must maintain a minimum average daily balance, disclosed at account opening, to obtain the disclosed annual percentage yield. The minimum balance must be maintained in order to keep the certificate open.

**Average Daily Balance Computation Method** - Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period SDCCU uses is the calendar month.

**Accrual of Dividends on Cash and Noncash Deposits** - Dividends will begin to accrue on the business day you deposit cash and noncash items (for example, checks) to your account.

**Transaction Limitations** - After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to an early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account. A withdrawal of the original principal deposit below the required minimum Certificate Account balance, or the tiered dividend rate schedule minimum balance, will close the Certificate Account.

**Time Requirements** - Your account will mature as indicated.

**Early Withdrawal Penalties** - (a penalty may be imposed for withdrawals before maturity) - Penalties will never exceed the total amount of dividends paid, if a portion of the original principal deposit balance of a certificate is withdrawn before maturity. If your account has an original maturity of one year or less, the penalty SDCCU may impose will equal 90 days' dividends on the amount withdrawn subject to penalty. If your account has an original maturity of greater than one year, the penalty we may impose will equal 180 days' dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

**Withdrawal of Dividends Prior to Maturity** - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Automatically Renewable Account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below,) or SDCCU receives written notice from you within the grace period mentioned below, if any. SDCCU can prevent renewal if notice is mailed by you at least 30 calendar days before maturity. If either you or SDCCU prevent renewal, dividends will not accrue after final maturity.

**Fixed Rate** - Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same SDCCU offers on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account, excluding promotional rates.

You will have a grace period of seven calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**Promotional Bump Rate Certificate - (If this applies)** The dividend rate and annual percentage yield may change. We will not change the rate on your account during the term of the account. However, you have the option during the first term of the account to exchange this dividend rate for a new dividend rate. The new dividend rate will be the dividend rate we are then offering on any other term share account of equal term to maturity as the original term of this account. This exchange will be at no cost to you. If you make an exchange, the maturity date of this account will remain the same as originally scheduled. The certificate will earn dividends at the new interest rate from the date you exercise the rate increase option and through the remainder of the initial term. You may exercise this exchange option once during the first term, but not during any renewal term. Dividend payments may not be deferred during the initial term of the certificate. Rate may not be bumped to a promotional rate made available through a special offer during the term of the certificate.

**Deferred Interest Certificate Account Rate information - (If this applies)** The dividend rate on your Certificate Account is disclosed on your deposit rate schedule. You will be paid this rate until first maturity.

**Compounding Frequency** - Dividends will not be compounded.

**Crediting Frequency** - Dividends will be credited to your account at maturity.

**Dividend Period** - For this account type, the dividend period is the same as the term.

**Time Requirements** - Your account will mature as indicated. The maturity of your account will be one year or less.

**Minimum Balance Requirements** - The minimum balance required to open this account is \$2,000. If withdrawing principal, you must maintain a minimum average daily balance, disclosed at account opening, to obtain the disclosed annual percentage yield. The minimum balance must be maintained in order to keep the certificate open.

**Average Daily Balance Computation Method** - Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period SDCCU uses is the term.

**Accrual of Dividends on Cash and Noncash Deposits** - Dividends will begin to accrue on the business day you deposit cash and noncash items (for example, checks) to your account.

**Transaction Limitations** - After the account is opened, you may not make additions into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. A withdrawal of the original principal deposit below the required minimum Certificate Account balance, or the tiered dividend rate schedule minimum balance, will close the Certificate Account.

**Early Withdrawal Penalties** - (a penalty may be imposed for withdrawals before maturity) This account has an original maturity of one year or less, the penalty SDCCU may impose will equal 90 days' dividends on the amount withdrawn subject to penalty. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

**Automatically Renewable Account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below,) or SDCCU receives written notice from you within the grace period mentioned below, if any. SDCCU can prevent renewal if notice is mailed by you at least 30 calendar days before maturity. If either you or SDCCU prevent renewal, dividends will not accrue after final maturity.

**Fixed Rate** - Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same SDCCU offers on new term share accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original term share account, excluding promotional rates.

You will have a grace period of seven calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

**National Credit Union Share Insurance fund** - Member accounts at SDCCU are federally insured by the National Credit Union Share Insurance Fund.

This account is subject to the Master Account Agreement & Account Disclosures and Regulations.

**COMMON FEATURES****Bylaw requirements:**

You must purchase ten shares (at \$5 par value), \$50, in your Primary Share Account as a condition of admission to membership. You must maintain ten shares (at \$5 par value), \$50, at all times to obtain services and keep your membership active. If your Primary Share Account falls below ten shares, \$50, you will be considered an "inactive member," and all of your services may be discontinued. A joint tenant on any account offered by this Credit Union cannot vote, borrow money, or hold office unless the joint tenant is within the field of membership of this Credit Union and is also a qualified member.

**Nature of dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

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

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Please refer to our Consumer Services Fee Schedule for additional information about charges.

Your savings federally insured to at least \$100,000  
and backed by the full faith and credit of the United States Government

**NCUA**

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

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