

Personal Account Agreement and Disclosure

Important account information
for our consumer members.

California
CREDIT UNION

Personal Account Agreement & Disclosure

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INTRODUCTION

This Account Agreement and Disclosure is your copy of the terms and conditions applicable to your accounts at California Credit Union. This disclosure is written in "Plain English" so you can understand the terms and conditions. Please keep this document with your permanent records, together with any amendments (modifications, deletions or additions) we may make in the future. In this agreement and disclosure "we," "us," "our," and "Credit Union" mean California Credit Union.

The words "you", "your" and "yours" mean you the member, joint owner, or other signer, as well as anyone you permit to access your account. The words "card" or "cards" mean your Visa® Debit Card as applicable to the section in which it is contained. The acronym "ATM" means automated teller machine. The term "account" and "accounts" refer to the type of account applicable to the section in which the reference is made. Additionally, the term "Share Savings Account" is your Savings Account, and the term "Checking Account" is your Share Draft Account. The term "item" refers to a check, electronic debit, or other instrument that is deposited to or is debited from your account.

MEMBERSHIP ELIGIBILITY

To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union's field of membership. To become a member, you must pay a membership fee. You authorize us to check your account, credit, employment history, and to obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for accounts and services.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law (USA Patriot Act) requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account and to understand the expected activity on the account. These procedures are designed to prevent crimes, such as identity theft and account fraud that terrorists commit to finance their operations against the United States and its citizens. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will enable us to identify you. We may also ask to see your driver's license or other identifying government issued documents. We may retain copies of any or all documents you present to establish your identity. We may ask you for information regarding the source of funds, frequency of, or the purpose of transactions. This may include asking you about the relationship you have with the persons you send funds to, or persons that send funds to you. We may at our sole discretion, elect not to open an account, close an existing account, or refuse to conduct a transaction based on the information given us.

TYPES OF ACCOUNTS

Personal accounts may be held as follows:

- Individual ownership is an account for any individual who does not want anyone else to have access to their Credit Union account and desires to be the only owner of the account.
- Joint ownership is an account for two or more individuals, where each person has total access to Credit Union account funds regardless of individual contributions. This type of account at California Credit Union is held in joint tenancy with right of survivorship, which means when one of the owners dies, sole ownership of the account automatically passes to the surviving owner(s) immediately. Note: The member whose Social Security Number is used on an account is often referred to as the "Primary Owner", or "Tax Reported For" owner.

A Fiduciary Account is opened by a person acting in a fiduciary capacity. For instance, trustees under written trust agreements, or executors, administrators, or conservators under court orders, called "Letters". The terms of any Trust instrument, court order or other relevant document will govern the account.

A Custodian Account under the California Uniform Transfer to Minors Act (CUTMA) is opened by an individual who will hold money as a custodian for a minor. The custodian controls the account, but the minor owns it. If the custodian resigns, is removed or dies, the Credit Union will, from the time it receives notice of that fact, deal only with a designated successor custodian.

ARBITRATION AND WAIVER OF CLASS ACTION

You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). Attempts to informally settle the Claims shall include a written exchange of information describing the Claims, the basis for the Claims, and the relief sought, and then an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, potential resolution of the Claims. If the Claims cannot be resolved informally, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), including rules applicable to mass arbitrations, whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular

Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party,

(b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT AND DISCLOSURE (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to: (i) Claims that are or can be initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually; (ii) actions initiated by or against "covered borrowers" under the Military Lending Act; (iii) Claims involving residential mortgage secured loans covered by Regulation Z; or (iv) any other Claims where arbitration is prohibited by law.

- a. **Selection of Arbitrator:** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
- b. **Effective Date:** This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
- c. **Claims Arising Prior to Effective Date:** THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.
- d. **Arbitration Proceedings:** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court, and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorney's fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees. However, if the Credit Union prevails, then you will not be required to pay our attorneys' fees and cost.

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

- e. **Class Action Waiver:** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- f. **Severability:** In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.
- g. **Survival:** This Arbitration Agreement will survive termination of the Account Agreement and Disclosure.
- h. **Right to Opt-Out:** You have the right to opt-out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within 60 days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at California Credit Union, ATTN: Legal Department, PO Box 29100, Glendale, CA 91920-9100 within such 60-day time period. If you fail to opt-out within this 60-day time, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Account Agreement and Disclosure or your relationship with the Credit Union.

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

GENERAL TERMS AND CONDITIONS

The following terms, along with the terms stated in other applicable sections generally applies to all personal accounts at California Credit Union.

AGREEMENT TO AND MODIFICATION OF TERMS AND CONDITIONS

By signing our account application, you agree to the terms and conditions of the form of account that you have selected and the terms and conditions of this Account Agreement and Disclosure. Upon appropriate written notice, if required by applicable law, we may change the terms and conditions of this Account Agreement and Disclosure including deleting terms or the addition of a new term not otherwise contemplated when you entered into this Account Agreement and Disclosure or opened your account(s). We may advise you of such changes in statements, newsletters, on-line (if you have agreed to electronic communication) or other appropriate manner. If you maintain your account(s) or use our services after the effective date of any such change(s), including adding or deleting terms, you indicate your agreement to the change(s).

APPLICABLE LAW

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

ASSIGNMENT

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

BENEFICIARY DESIGNATION

You may name one or more persons as your designated pay-on-death (P.O.D.) beneficiary/beneficiaries to receive the funds in your account upon your death. The funds are payable to your designated P.O.D. beneficiary/beneficiaries under the following conditions:

- Funds are first payable to any surviving owner of the account. Funds become payable to the designated P.O.D beneficiary/beneficiaries only after the death of all account owners.
- Funds will be distributed equally among all designated P.O.D. beneficiary/beneficiaries. If one or more of your designated P.O.D. beneficiary/beneficiaries pre-deceases the owners of the account, funds will be distributed equally among the surviving beneficiary/beneficiaries. Relevant information related to the transactional history of the account will pass to the named P.O. D. beneficiary/beneficiaries and relevant information related to the account will pass to any other party legally entitled to such information.
- Beneficiary must present proof of identity from a United States source satisfactory to the Credit Union.

CALL MONITORING

To ensure that you receive courteous and efficient service when calling us, supervisory personnel will randomly monitor telephone conversations. Calls are recorded for security purposes.

CASHIER'S CHECKS

Stop payment of cashier's checks is not permitted by law. In the event that a cashier's check is lost, stolen, or destroyed, please contact us for procedures to obtain reimbursement or to have the cashier's check reissued. Funds may be reimbursed, or the check reissued 90 days after the date of issuance (California Commercial Code 3312). If, at our discretion, we agree to refund or replace the check before 90 days, we may require that you purchase a surety bond for the amount of the check and/or indemnify us against loss.

CHANGING ACCOUNT TYPE

The type of account you open may, under some circumstances, be changed to another account type by you or us without changing the account number. For example, you can change your Share Savings account to a Money Market Savings without changing the account number. We will notify you at least 30 days in advance if we change your account type. You agree that any owner of the account can request the account type be changed verbally or in writing.

CHANGE OF YOUR PERSONAL INFORMATION

You agree to promptly notify us of any change in your name, physical address, mailing address, email address, or phone number(s). We may charge your account for the cost of any locator service necessary to determine your address. These service charges will be collected no more than once in any 12-month period.

CHECKS

Conditional Check - "Conditional" checks include, but are not limited to, checks containing the statement that the check is not good for or after a specified number of days after the date of the check, or that a check may not exceed a certain dollar amount. You agree that we are not required to identify such limitations and that the Credit Union will have no liability for paying a check even if there is printing on the check indicating conditions must be met before the check is negotiated.

Foreign - We may at our option accept deposited foreign checks "for collection" which means we will wait to receive final credit from the issuer's bank before crediting your account. We may refuse to accept "for deposit" or "for collection" items payable through a foreign bank or items in a currency other than U.S. dollars. If we accept such an item, you have all the risk associated with the currency value fluctuation (exchange rate risk). Items drawn on foreign banks may be returned later than similar items drawn on U.S. banks. You have the risk of late return. You agree that we may use our current buying or selling rate, as applicable, when processing a foreign currency item and may recover from your account any loss incurred by us when processing such an item for you. You also agree to reimburse California Credit Union any fees we are charged for processing your deposited foreign check.

Post Dated - If you write a post-dated check (dated in the future), we may pay the check and charge it to your account even if it is presented for payment prior to the date written on the check unless you give us written notice of such post-dating and place a stop payment order. You also agree that if you place a stop payment order then you will describe the check with reasonable certainty so as to afford us a reasonable opportunity to act on it. The placement of a stop payment order is subject to our stop payment fee detailed in our current Fees & Charges schedule.

Stale Dated - A "stale dated" check is one that is not negotiated within six months of the date on the check. We are under no obligation to pay a check that is presented more than six (6) months after its date, but we may do so at our discretion and charge your account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated check. You agree that we are not required to identify stale dated checks or seek your permission to pay them.

CLOSING AN ACCOUNT

Accounts may be automatically closed when the net activity each day results in a zero (\$0.00) or negative ending balance each day and remains so for 120 days. If your account balance remains negative each day, we may close the account earlier, but we generally close the account within 60 days. In addition, if your account is closed, and an item you deposited before it was closed is returned to us unpaid, we will automatically re-open the account, debit the amount of the returned item, resulting in a negative balance in that account, and we will maintain that account only until the negative balance is repaid, and then close that account again.

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us; (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us. Further, any termination will not affect prior transactions.

You must be and remain a member in good standing to enjoy membership services, for example, if you caused us a loss, we may choose to limit you to the right to vote as a member only. No account (except checking) is transferable except as defined in Regulation D, and no transfer of voting rights or other membership privileges is permitted by virtue of a transfer of shares. If we open an account and we subsequently determine that you were not eligible for this account, we reserve the right to close this account and transfer all shares to a new or existing account or return your deposited funds to you. If we determine that a consumer account is being used as a commercial business account we reserve the right to close this account or transfer all shares to an appropriate business account.

CONTACTING YOU

We, our service provider(s) and/or third parties, including debt collectors, acting on our behalf, may from time to time make calls and/or send text messages to you at any telephone number(s) you provide, now or in the future, including mobile telephone numbers that could result in data usage and charges to you. You agree that California Credit Union can contact you to service and keep you informed about your account(s), collect any amounts you owe, and/or provide fraud, security breach, or identity theft alerts, excluding any contacts for telemarketing or advertising purposes as prescribed by law. You also agree that you may be contacted by service providers making such calls on California Credit Union's behalf. Contacts for the purpose of providing fraud, security breach, or identity theft alerts will not contain telemarketing, cross-marketing, solicitation, advertising or debt collection messages of any kind. These contacts will be concise and limited in frequency as required by law. When we contact you for the purpose of providing fraud, security breach, or identity theft alerts, you will have the opportunity to opt-out of such communications at the time of delivery. The manner in which these calls or text messages may be made to you include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. You understand that you are not required to provide consent as a condition to receiving California Credit Union products or services. You may change the telephone number provided or withdraw your consent at any time by contacting California Credit Union at (800) 334-8788 or P.O. Box 29100, Glendale, CA 91209-9100, or by any other reasonable means.

CORRECTIONS TO YOUR ACCOUNT

You agree that we may make corrections to your account when we find an error. Errors include but are not limited to correcting a deposit credited in the wrong amount or account or adjusting the rate on your account if it is found to be incorrect at the time the account was opened or changed.

DEATH OR INCOMPETENCE

Your death or incompetence shall not revoke our authority to accept, pay or collect a check until we know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, we may, for 10 days after the date of death or incompetence, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by the Credit Union. We may also freeze, refuse and/or reverse transactions if we become aware of the death or incompetence of any owner or authorized signer. You should notify us immediately if any owner or authorized signer on your account dies or is declared legally incompetent.

ENDORSEMENTS

You agree to endorse each check in the area designated on the back. If you endorse a check outside of that area, or make an endorsement that is illegible or incomplete, we may, at our option, accept such nonconforming endorsement and you agree to hold us harmless from any loss, delay, liability, claim or damage which may arise as a result.

We may endorse and/or collect items deposited to your account without your endorsement but may, at our option, require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person who is not a signer on the account(s), we may refuse the item or may require all endorser(s) to be present and provide identification acceptable to us at our discretion, or to have their endorsement guaranteed before we accept an item.

FACSIMILE SIGNATURES

We may rely on the facsimile signature of any person on an item, if the facsimile signature resembles or appears to be that of an authorized signer whom you have designated as authorized to sign by facsimile signature or who in fact as a matter of practice signs by facsimile signature. You are responsible for any improper or unauthorized use of a facsimile signature. We may treat as authorized by you any signature that purports to be that of a facsimile signature authorized by you. For purposes of this section, a "facsimile signature" includes any signature stamp, electronic signature program or software, or other means to affix writing to an item.

FEES AND CHARGES

All accounts are subject to California Credit Union's Fees and Charges schedule as amended from time to time, which accompanies this disclosure or is available at any branch, or by calling our Contact Center at (800) 334-8788.

HEADINGS

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

ILLEGAL ACTIVITY

Any financial service provided by California Credit Union may be used for any transaction permitted by law. You agree illegal use of any financial service, for example Internet gambling, will be deemed a default and/or breach of contract and such service and/or other related services may be terminated at California Credit Union's discretion. You further agree, should illegal use occur by you, to waive the right to sue California Credit Union for your illegal activity directly or indirectly and hold California Credit Union harmless from any legal action or liability, directly or indirectly, resulting from such illegal use.

INACTIVE ACCOUNTS/UNCLAIMED PROPERTY

If you do not conduct transactions that increase or decrease the balance of your account for an extended period, we will classify your account as inactive or dormant. Credit Union charges, dividend payments, and corrections are not considered activity affecting the balance of your account.

For security reasons, we may refuse to post any transactions (deposits and withdrawals) to inactive or dormant accounts unless we can confirm that you initiated the transaction. As required by law, we will escheat your funds, including accumulated dividends earned, to the state of your last known address on file with us if you do not do any of the following for the time period required by that state's unclaimed property rules (for example, three years in California):

- claim a cash dividend, deposit or withdraw funds; OR
- correspond in writing with the Credit Union or by calling us, indicating an interest in the funds; OR
- otherwise indicate an interest which is evidenced by a memorandum or other record on file with the Credit Union. (Example: a pledge of shares as security for a loan).

If your address is in a foreign country or your state does not have an unclaimed property rule, your funds will be escheated to the state of California.

INDEMNIFICATION

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

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

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

JOINT OWNERSHIP ACCOUNTS

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

Each joint owner on an account may withdraw, by any means the Credit Union makes available, any or all of the funds on deposit, close the account, enter into special agreements regarding the account, and stop payment on any check drawn on the account. Each joint owner guarantees the signatures of the other joint owners and authorizes the other to endorse checks for deposit if they are payable to any of the other joint owners. Each joint owner also authorizes the credit union to exercise its lien and setoff rights and enforce its security interest in the entire account. Even though only one of the joint account holders is the debtor; these rights exist irrespective of who contributed the funds to the joint account. Similarly,

the credit union can enforce overdraft liability in the joint account against any joint owner individually. Garnishments against either or both joint owners are subject to the Credit Union's lien, right of setoff and security interest. Notice provided by the Credit Union to any one joint owner is notice to all joint owners.

LEGAL PROCESS

We must comply with any writ of attachment, execution, garnishment, tax withholding order or other levy, restraining order, subpoena, warrant, injunction, government agency request for information or other legal process relating to your account which we believe to be valid and applicable to your account. A legal processing fee, hourly research fee, and copy charges may be assessed and charged to your account as disclosed in our Fees and Charges schedule unless prohibited by law even if the legal process is later released.

Our processing cutoff times with respect to any knowledge, notice, stop payment order, or legal process received by us involving a check under the applicable State's version of the Uniform Commercial Code Section, is the later of 10:00 a.m. on a business day or one hour after we open for the business day following the business day on which we received the check. If we are required to pay any attachment, garnishment, writ, levy or other legal process related to your account, we may debit your account even if such creates an overdraft or results in an early withdrawal penalty. If we incur any expenses, including (without limit) research, photocopy, handling and administrative costs and reasonable attorney's fees, in responding to an attachment, garnishment, levy or other legal process that is not otherwise reimbursed, we may charge those expenses to your account without prior notice to you.

LIMITATION OF LIABILITY

You understand and agree that we will not be liable for any incidental, consequential, special, and indirect or punitive damages in any claim or action arising from this account agreement and disclosure, regardless of whether you have advised us of the possibility that you may incur such damages.

NOTICE OF WITHDRAWAL

In accordance with the bylaws and State law, the Board of Directors of California Credit Union may require up to 60 days written withdrawal notice on all accounts, except for Checking Accounts, and 30 days notice for Certificate accounts.

OWNERSHIP/AUTHORITY DISPUTES

If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to joint owners, payees, trust account beneficiaries, business owners, association or business directors, members, or trustees, or a payable on death account, you agree that we may, without liability to you or your beneficiaries and in our sole and absolute discretion, take one or more of the following actions: (1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (3) interplead all or any portion of the funds from an account into an appropriate court for resolution; or (4) restrict access to the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a

court of proper jurisdiction authorizing or directing us to distribute the funds. We may charge your account for expenses (including attorneys' fees and expenses) and fees we incur.

PLEDGING SHARES FOR LOANS

You may pledge any or all of the shares on deposit in your Share Savings or Certificate Accounts as security for any loan(s) subject to current loan policies. Further, a pledge of shares by any one of you shall be binding on all of you.

POWER OF ATTORNEY

If you elect to appoint an attorney-in-fact (agent), the appointment of such agent must be in a form satisfactory to us. We may require that you or the agent present the original document before we honor the appointment. Unless prohibited by law, we may refuse to honor any Power of Attorney (POA) presented to us. We may require that the agent sign an affidavit that the powers, as stated in the appointment, have not been revoked or terminated.

You agree that we may rely on the instructions of your agent until you notify us in writing of the revocation or termination of the appointment and allow us a reasonable opportunity to act upon your instruction. The authority of the agent terminates upon the principal's incapacitation, except when the appointment includes durable powers, or upon death of the principal. Notwithstanding the foregoing, we reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA. We are not liable for any transactions by an attorney-in-fact or agent for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the attorney-in-fact or agent, or you are adjudicated totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

PURCHASE OF MONETARY INSTRUMENTS

Cashier's checks (monetary instruments) sold by the Credit Union may be purchased only with a check drawn on us or by withdrawal from your account with us. When you wish to exchange cash for a monetary instrument, we will deposit the cash into your account and then withdraw the desired amount to purchase the monetary instrument. If you do not hold a liquid account with us, for example, a certificate, IRA or HSA, you should ask to speak to a manager for special processing.

RELEASING ACCOUNT INFORMATION

We will only disclose/release nonpublic personal information, as defined under the federal Gramm-Leach-Bliley Act, about you in conformity with state and federal law and our Privacy Policy, a copy of which was provided to you, and will be provided to you as required by law.

RETURNED ITEMS

If you cash or deposit a check or other item which is later returned unpaid or for which we receive notice in lieu of return or notice of intended return, you agree that we may charge your account for the full amount of the check or other item, including any interest accrued on the amount of the check or other item from the date of deposit or endorsement. Our right to charge your account for the returned item will apply without regard to whether the item is returned to us timely or whether there is any other claim or defense that the item has been improperly returned to us. We may also send the unpaid item back for collection up to three times, but we are not obligated to do so. If we send the item back for collection we may do so without notifying you. We may also charge your account for an item if we receive an affidavit of forged endorsement or alteration, or similar document, and we have no obligation to investigate the accuracy of such affidavit or similar document.

Should a problem occur in collecting an unpaid item, you are responsible for any fees or charges incurred by the Credit Union when trying to obtain payment for you. In the event you have insufficient available funds remaining in the account, each account holder agrees that we may exercise our right to setoff against any account in which all of you have an interest and we may setoff against the account for any amounts due related to any other account owned by all of you. This may result in assessment of an early withdrawal penalty.

If a government benefit deposit is made to your account by check or electronic payment, you agree that in the event that we receive a notice of reclamation that we may debit any accounts owned by you to meet the demand for payment received by the government agency. If the reclamation should cause an overdrawn balance, you agree to repay us promptly.

RIGHT OF SETOFF, BANKER'S LIEN AND SECURITY INTEREST

Subject to applicable law, we may (without further notice) charge against and deduct from your account 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. This is called a right of setoff. 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 the due date for which we properly accelerate under the note.

In addition to these contract rights, we 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. Since state law provides us with a statutory lien, 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 prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (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.

If we exercise our right of setoff or banker's lien, we will comply with applicable law and will notify you of the action taken. If we exercise our right of setoff or banker's lien against an account that is subject to an early withdrawal penalty, the account will be assessed the applicable early withdrawal penalty. 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 indemnify and hold us harmless from any claim arising as a result of our exercise of our right of setoff or banker's lien.

You agree to pledge all shares, payments on shares, dividends on shares, and deposits (excluding IRAs or other accounts to the extent that applicable law precludes the pledge of such accounts) in all joint and individual accounts held by you now or in the future with California Credit Union as security for all your obligations with California Credit Union. These obligations include but are not limited to principal, interest, late charges, finance charges, costs, and expenses, including attorney's fees. You authorize California Credit Union, without further notice, to apply any and all shares, payments, dividends and deposits to the payment of each obligation if you should default. You agree that California Credit Union's lien is independent of any security agreement you may sign, and California Credit Union may enforce its lien in any manner, at any time allowed by law. You agree that you own any shares pledged and that there are no liens against them other than California Credit Union's.

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

SEVERABILITY

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

STATEMENTS

Periodic - We will provide all periodic statements or other notices as directed by the owner(s). You agree that notice to one owner is considered notice to all owners and is binding on all of you. You will exercise reasonable care and promptness in examining your statements. You must promptly notify us of, and reimburse us for, any erroneous credit to your account. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: 1) you fail to notify us within 60 days of the mailing date or electronic delivery date of the earliest statement containing any forgery, alteration, or unauthorized signature on any item described in the statement, or 2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

If the unauthorized transaction is the result of an electronic fund transfer, then the provisions of the Electronic Funds Transfer Agreement and Disclosure included in this Account Agreement and Disclosure will apply. For purposes of this Account Agreement and Disclosure, an unauthorized transaction is a transaction that was not authorized by you. However, if you provided someone authorization to transact on your account, any transaction by that person is considered authorized even if he or she exceeded any authority you provided. An unauthorized transaction includes but is not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, an alteration, or otherwise a transaction that was not authorized by you or someone you authorized.

Electronic Statements - Periodic statements are available electronically for selected accounts. See separate disclosure outlining their availability.

Combined Statements - You may request, and we may, at our option, require combined statements for two or more accounts. At our option, we may combine statements for any of your accounts. When statements are combined, whether or not at your request, you agree that copies of such statements may be provided to any account holder(s), signer(s), or representative(s) of any other account whose information is included on such statements.

TRANSACTION IDENTITY INFORMATION

When you conduct a transaction we may ask you for identification such as a driver's license, U.S. Passport, or Resident Alien identification. Federal laws may require that we obtain additional information about you, someone acting on your behalf, or someone presenting a check you wrote to them. This information includes name, address, Social Security Number, Taxpayer Identification Number or Employer Identification Number, a government issued identification number, and occupation. If the information required to comply with federal laws is not provided, we will refuse to conduct the transaction.

Requests Not Made in Person - We will process transactions or other requests that are not made in person if we can reasonably determine your identity. For phone requests, we may use a pre-established verbal key word or password given to us or ask you for personally identifying information along with activity on your account. We may call you at the phone number already in our records to confirm you authorized the transaction. We may limit the amount or type of transaction that is not made in person. We generally do not accept instructions sent to us via fax. If your identity is not established to our satisfaction, we will not process the transaction.

WARRANTIES

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

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

FUNDS-AVAILABILITY POLICY

YOUR ABILITY TO WITHDRAW FUNDS

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 they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written or other debits you have authorized.

Business Days – For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit in person at a branch during normal business hours on a business day, we will consider that day to be the day of your deposit.

If you make a deposit at one of our after-hours depositories before 2 p.m. on a business day, we will consider that day to be the day of your deposit. If your deposit is made in an after-hours depository after 2 p.m. or in one of our branches on a day other than a business day, we will consider that the deposit was made on the next business day.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, 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.

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 \$5,525 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 seventh business day after the day of your deposit.

HOLDS ON OTHER FUNDS

ATM Deposits - All deposits made at California Credit Union ATMs will be credited to your account provisionally, subject to verification and collection of the funds. Generally, cash deposits are available immediately. Check deposited in ATMs are generally available on the 2nd business day after the day of your deposit but may be subject to longer periods in accordance with Credit Union check hold policies described in this Funds-Availability Policy section. This may affect your ability to withdraw funds. Deposits made at non-California Credit Union ATMs, for example CO-OP ATMS, shall be made available for withdrawal not later than the fifth business day following the banking day on which the funds are deposited. All California Credit Union ATMs that accept deposits are labeled with our name.

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

Other Account - If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

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 deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 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 \$5,525 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 \$5,525 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 eleventh business day after the day of your deposit.

TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING

Federal Law requires that you provide the Credit Union with your Taxpayer Identification Number (TIN). For individuals, your TIN will usually be your social security number. This number will be used when reporting dividends earned to the Internal Revenue Service (IRS). On joint accounts dividends earned will be reported to the IRS under the TIN of the primary member.

HOW TO OBTAIN A TIN

If you do not currently have a TIN, you should apply for one immediately by completing Federal form SS-5, Application for a Social Security Number Card (individuals) or Federal form SS-4, Application for Employer Identification Number (businesses, organizations, and other entities).

CERTIFICATION OF TIN BY ACCOUNT OWNER(S)

The Interest and Dividend Tax Compliance Act of 1983 requires payers to withhold and send to the IRS a percentage of payments of interest, dividends and certain other payments under certain conditions. This is called backup withholding.

Other taxing authorities may similarly require backup withholding.

You are certifying, under penalties of perjury, that the TIN you have given us is correct. You are also certifying that you are not subject to backup withholding either because you have not been notified by the IRS that you are subject to backup withholding, or the IRS has notified you that you are no longer subject to backup withholding except when you notify us otherwise on your account application taxpayer identification number certification.

You will not be subject to backup withholding unless:

- a. you fail to furnish your TIN to us; OR
- b. the Internal Revenue Service notifies us that you furnished an incorrect TIN; OR
- c. you are notified that you are subject to backup withholding (under Section 3406 (a)(1)(c) of the Internal Revenue Code; OR
- d. for an interest or dividend account opened after December 31, 1983, you fail to certify to us that you are not subject to backup withholding under (c) above or fail to certify your TIN.

For payments other than interest or dividends, you are subject to backup withholding only if (a) or (b) above apply.

W-8BEN

Nonresident aliens who do not have a TIN are required to complete form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding in order to establish any account relationship. To avoid IRS backup withholding, nonresident aliens will be required to re-certify foreign status by completing a new W-8BEN form at least every 3 years.

IRS Penalties

Penalty for Failure to Furnish Taxpayer Identification Number - If you fail to furnish your TIN to a payer, you are subject to penalty of \$50 for each failure unless your failure is due to reasonable cause and not to willful neglect.

ACCOUNTS OPENED ONLINE

FEATURES

Online account selections and programs may change from time to time without notice, unless otherwise required by law.

DEBIT CARD

By opening a checking account through our Credit Union website, you request that we order a debit card for your account.

ELECTRONIC STATEMENTS & COMMUNICATION

Any account opened through our Credit Union website requires electronic statements and communication delivery. If you wish to withdraw your consent for electronic delivery, your account may be subject to additional fees and charges.

CHECKING ACCOUNTS

ACCOUNTS WITH MULTIPLE OWNERS

All of you agree that:

- no shares in this checking account may be pledged by any or all of said owners as security for any loan(s).
- you are jointly and severally responsible and liable for all overdrafts, charges and fees attributable to any one of you and we are authorized to collect such overdrafts, charges and fees from any of you regardless of which owner/signer caused such overdraft, charge or fee.

CASHING CHECKS FOR NON-MEMBERS

We will generally cash a check you write against your account for non-members of California Credit Union. We will ask the payee for identifying information such as a driver's license, U.S. Passport, or Resident Alien identification, along with a second form of identification such as a credit card. We may also require that the payee obtain an endorsement guarantee from their financial institution, and the payee may be required to affix their thumb or fingerprint to the check. If the identification presented does not sufficiently identify the payee to our satisfaction, we reserve the right to refuse encashment. Checks payable to a business will not be cashed but your check may be replaced with a California Credit Union check payable to the business. We may charge a fee to the non-member for check cashing services.

CREDIT UNION CLOSURE OF CHECKING ACCOUNT

Checking accounts may be closed at California Credit Union's discretion if abuse or misuse is detected, for example, your account has excessive non-sufficient funds (NSF) or returned deposited check activity, whether or not the items presented are paid or returned.

FEES AND CHARGES

Your checking account is subject to California Credit Union's Fees and Charges schedule. We will debit such charges against the checking account, except where there are insufficient funds available and then such charges may be treated as overdrafts.

ORDERING CHECKS

You acknowledge that we do not sell checks. As a convenience to you, California Credit Union orders all checks for members through Deluxe Check Printers. We may refuse to accept checks ordered from another printer if our equipment is unable to read or process such checks, and you are liable for any resulting costs and/or losses as a result of your choice of check printers.

You authorize us to charge your checking account for the cost of checks ordered through us, plus applicable sales tax and shipping costs at the fee set forth in the Fees and Charges Schedule. You are responsible for verifying the accuracy of all information shown on your checks, whether you order them through us or elsewhere. You agree to imprint only those names of authorized owners on your checks.

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

PAYMENT OF CHECKS

If we have made good faith payment to a payee/holder, we may charge your account according to:

- the original tenor of your check; or
- the tenor of your completed check unless we have noticed any such completion is improper.

If we have paid a check under circumstances giving a basis of objection by you, we shall be subrogated to the rights of:

- any holder in due course on the check against the drawer or maker; and
- the payee or any other holder of the check against the drawer or maker either on the item or the transaction out of which the item arose; and
- the drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.

We may without liability accept, pay, guarantee or charge checks to the account in any order convenient to us. See Processing Transactions/Order of Payment below. In the event we wrongfully dishonor a check you wrote by mistake; liability shall be limited to actual damages. The measure of damages for failure to exercise ordinary care in handling a check is the amount of the item reduced by an amount which could have been realized by the use of ordinary care.

PAYMENT OF PRE-AUTHORIZED CHECKS/PAPER DRAFTS

We may pay and charge to your checking account checks/drafts drawn by and payable to any persons or organizations whom you have authorized by providing sample MICR encoded information for your account, if there are sufficient funds in your account to pay such checks. You agree that our rights with respect to such checks shall be the same as if they were checks drawn and signed by you personally. This authority shall remain in effect until revoked by you in writing with the persons or organizations you authorized. You agree that we shall be fully protected in honoring such checks.

You may also similarly order stop payment on a pre-authorized check/paper draft, provided that you describe such item with reasonable certainty so that other pre-authorized checks/drafts are not affected by your order. You agree that if, in order to affect your order, we stop payment on similar items, we will be held harmless and have no liability.

PROCESSING TRANSACTIONS/ORDER OF PAYMENT

To maximize the number of items that will clear your account, we generally process your checks and electronic payments by low to high dollar amount. Checks are processed separately from electronic payments (including checks that are converted to an electronic debit). ATM and Point of Sale transactions are posted immediately upon presentment without regard to the amount or date and time of the transaction. We may process certain types of transactions before other types depending on the method in which it is presented to us (for example, a check presented for payment at one of our branches during business hours may be deducted from your account immediately or processed separately from other checks presented for payment). Processing includes placing a hold on your account, paying checks or other payments (and decisions regarding payment or return) and other aspects of our processing your checks, electronic debits, withdrawals or other charges (such as assessment of fees and charges for insufficient/unavailable funds, fees or charges for returning checks, electronic payments, withdrawals or other charges). Some fees and charges are posted throughout the day while others are debited after checks and electronic payments are processed. If you authorize a transaction that will result in a fee or other charge, you should be sure sufficient available funds are in your account to cover the fee or charge as well as checks or other payments you have authorized.

REPORTING LOST OR STOLEN CHECKS

You agree to notify the Credit Union immediately if your checks are lost or stolen by calling our Contact Center at (800) 334- 8788 or visiting any branch location.

RESTRICTIONS ON PAYMENT OF FUNDS

We may, at our discretion, but are not obligated to (nor shall we be liable for refusal to), pay funds from this account under the following conditions:

- When such payment would draw the account below the minimum balance as established from time to time by the Credit Union.
- If such payment is drawn by means not authorized in advance by the Credit Union. "Means not authorized" include, but are not limited to, payment by pre-printed Credit Union checks, withdrawal via the use of an ATM, transfers initiated by telephone, Visa® Debit Card transfers, point of sale transfers, ACH withdrawals or by other electronic means.
- If such payment is in the form of a check presented more than six months past the issue date.

STOPPING PAYMENT OF A CHECK

Provided such request is timely, (so that we shall have reasonable opportunity to act upon it) you may order stop payment of any check you write payable against your account. See our Fees and Charges schedule. Stop payment orders, whether written or oral, will expire after 180 calendar days, except when checks have been reported lost or stolen at which time the stop payment may be extended. Stop payment orders must be renewed in writing prior to the expiration date. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order.

OVERDRAWING YOUR ACCOUNT

AVOIDING OVERDRAFTS

There are ways to avoid overdrafts, including avoiding poor account management. We offer overdraft protection through a link to a savings or other account or through a line of credit. Refer to the "Overdraft Protection" section for details. Additional terms and conditions for use of a line of credit for overdraft protection may be provided to you separately.

There are no fees if your transaction is covered by your overdraft protection source account, and it represents a promise by us to honor (up to the available funds or credit limit). Using one of these overdraft protection plans is normally a better way to manage your account than overdrawing your account. If you are interested, call us at (800) 334-8788 to speak with a Credit Union representative about linking another account to avoid overdrafts or establishing a line of credit to cover overdrafts.

OVERDRAFT PROTECTION

To avoid insufficient or unavailable funds fees you should be certain that your account has sufficient available funds at the time you write a check, use your debit card at an ATM or Point of Sale terminal, or when a pre-authorized electronic debit is scheduled to be withdrawn from your account. An explanation of your checking account balance is provided below in the section entitled "Your Checking Account Balance."

To help you avoid returned checks and insufficient/unavailable funds fees, you may designate another personal account or pre-approved Line of Credit owned by you or one of your joint owners as an overdraft source. We will pay overdrafts up to the available balances of your checking account plus all your overdraft sources by transferring funds from the overdraft source in the order previously designated by you.

You agree that anyone with signing authority on your checking account and the overdraft source account may authorize us to set up an overdraft source account and transfer funds to your checking account regardless of the type of transaction (including fees charged) that caused your checking account to have a negative balance.

YOUR CHECKING ACCOUNT BALANCE

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

Your current balance is the amount of money that is actually in your account at any given time, but not all funds included in the current balance are considered available for transactions on your account. The current balance is also referred to as:

(a) your available balance [e.g. "current balance"] on Credit Union ATM screens; (b) your current balance in Digital Banking and Mobile Banking; and (c) your current balance when you use our automated telephone banking system. Your current balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending [while pending deposits that are subject to holds under our Funds Availability Policy will be reflected in the current balance even though they are not yet "available."] While the term "current" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your current balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a \$50 current balance, but you just wrote a check for \$40, then your current balance is \$50 but it does not reflect the pending check transaction. So, at that point, you have a current balance of \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use. The available balance takes into account factors such as holds placed on deposits and pending debit card purchases that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have a current balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$ this transaction has not yet posted, but your available balance would be \$30 because of the restaurant's preauthorization in an authorization hold on \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and reduce your current balance by the amount of the posted transaction.

With the exception of ATM and point-of-sale (POS) debit card transactions that are not "force-posted", we use your available balance to determine when your account is overdrawn and whether fees will be assessed. Your account is considered overdrawn when the available balance in your account is negative (less than \$0). There are certain debit card POS transactions where the merchant "force posts" the debit card transaction to go through without prior preauthorization, in which case you may be charged an insufficient or unavailable funds fee if your account's available balance is insufficient to pay the transaction when it posts.

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

Also, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization

(or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid from your account. Refer to the section entitled "Authorization Holds for Debit Card Transactions" below for information about how authorization holds affect your available balance.

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

AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS

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

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

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

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions). Pending check and ACH transactions that you see in Digital Banking are not reflected in your available balance. You should subtract pending check and ACH debit transactions from your available balance plus any other transactions you authorized that have not already cleared your account.

DO NOT OVERDRAW YOUR ACCOUNT

Fees and charges for overdrawing your account can be expensive. This section helps explain overdrafts and how they affect you. An overdraft occurs when you do not have enough available funds on deposit in your account to pay checks, electronic debits, withdrawals and other payments that are being charged to your account. An overdraft is the negative balance that results. It can occur due to an ATM withdrawal, a debit card transaction, a pre-authorized automatic debit, a telephone or web-initiated transfer, a check, or paper or electronic transfers or withdrawal. When you conduct a transaction, make sure that you have enough available funds on deposit in your account (or under an overdraft protection source account) to cover the transaction and avoid the overdraft. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid. However, if sufficient available funds to cover the transaction are deposited by noon the next day, the transaction will be paid. The Fees and Charges Schedule for your account explains when we charge you unavailable funds and the dollar amount of the fees. Please review your Fees and Charges Schedule for your account carefully. It is important that you understand that overdrafts are expensive and that we do not promise to pay or honor checks, electronic payments, or other transactions that overdraw your account. Specifically, when it comes to overdrawing your account, we may, as an accommodation to you, pay an overdraft, create a negative balance and cover it with your next deposit without regard to the source of the deposit. You agree that our covering any such overdraft(s) with your next deposit (including Social Security, SSI and other government benefits) is authorized by you. If you do not want your subsequent deposits to cover your overdraft(s), then you agree to discontinue subsequent deposits (including contacting any payor of direct deposits and instructing the payor to discontinue making direct deposits).

Whether your overdrafts will be paid is discretionary and we reserve the right not to pay checks, electronic debits, withdrawals or other charges presented for payment against insufficient or unavailable funds. For example, reasons we typically do not pay overdrafts include, but are not limited to, the following:

- The linked savings or other account or line of credit you designate does not have sufficient available funds to cover the check, electronic debit, withdrawal or other charge;

- Your account is new, and you have not maintained a positive balance for at least 90 consecutive days;
- Any accounts owned by you or one of your joint owners is not in good standing;
- You are not making regular deposits;
- You have too many overdrafts;
- We receive notice that you or your joint owner have been reported for account abuse or caused a loss to another financial organization or merchant or you misuse your account with us; or
- You or your joint owner is a minor under age 18.

INSUFFICIENT FUNDS (NSF) TRANSACTIONS

We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. You are responsible for ensuring that your account includes sufficient available funds to pay the transactions you initiate or authorize when they are processed for payment from your account, and you also acknowledge that the timing of when merchants or payees submit transactions to us for payment may vary.

If your account does not have sufficient available funds when a transaction or item is presented to us for payment and, as a result, returned unpaid, the merchant or payee of your transaction or item may choose to resubmit the same transaction, and may do so multiple times. This may also occur when you initiate transfers and payments through your Credit Union Digital Banking or Bill Payment services and your account lacks sufficient available funds at the time the transaction is scheduled to occur, as we may decline the transaction, and then resubmit the same transaction at a later time in an attempt to process your requested transaction. In the event a transaction or item is resubmitted for payment at a time when your account lacks sufficient available funds to pay it and we decline it, we will not charge a related NSF fee for each such resubmission.

STANDARD OVERDRAFT PRACTICES

Our standard overdraft practices come with your account except as noted in the Truth-in Savings section. On the one side are checks (and other transactions made using your checking account number), along with automatic bill payments such as automated clearing house (ACH) or recurring debit card transactions. On the other side are ATM transactions and everyday (that is, non-recurring) debit card transactions. In contrast to our overdraft protection service, where we promise to cover an overdraft if there are available funds in your linked savings account, other account, or available credit in a line of credit, under our standard overdraft practices we may, at our discretion, cover an overdraft but do not promise to do so.

You will receive a notice entitled "What You Need to Know about Overdrafts and Overdraft Fees." This notice describes our standard overdraft practices in detail. The notice further explains that we do authorize and pay overdrafts that involve checks (and other transactions made using your checking account number) and that involve automatic bill payments. We are not required to do so, and we may or may not decide to honor your checks and other payments at our discretion, but we normally do authorize and pay these types of overdrafts up to a pre-determined amount provided your account is in good standing (see DO NOT OVERDRAW YOUR ACCOUNT for examples of when we do not pay overdrafts). If you wish, you may ask us not to honor your overdrafts – you may "opt-out," in other words, of our practice as it involves overdrafts due to checks and automatic bill payments. Specifically, if you would like to "opt-out" then call us at (800) 334-8788 or write to us at California Credit Union, PO Box 29100, Glendale, CA 91209-9100. You agree that the opt-out authorization may be made by any joint owner of the account and applies to all transactions normally subject to discretionary payment regardless of the owner that initiated the transaction.

On the other hand, our notice tells you that we do not authorize and pay ATM and everyday debit card transactions unless you ask us to. Infrequently, exceptions to this may arise (and your ATM or debit card transaction might wind up approved or paid into overdraft even if you haven't asked us to) due to systems limitations, but you will not be charged an insufficient/unavailable funds fee in these exceptions unless permitted by law and we may waive any such fee at our election. Normally, unless you ask us to, we do not authorize and pay ATM and everyday debit card transactions. You may "opt-in," in other words, to our standard overdraft practices as it involves ATM and everyday debit card transactions.

Note again that we do not promise to pay overdrafts under our standard overdraft practices. This includes overdrafts due to checks or automatic bill payments, and overdrafts if you ask us to authorize and pay ATM and everyday debit card transactions. We may at our discretion not authorize and pay any of these transactions. We also may terminate or suspend our standard overdraft practices at any time and for any reason, without prior notice. Ask us to learn about our overdraft protection service which allows you to link another account to pay your transaction which can be less expensive and may be more effective to cover transactions that might otherwise cause an overdraft.

If you ask us to authorize and pay ATM and everyday debit card transactions, you may revoke this consent at any time. To revoke, call (800) 334-8788 or follow the instructions you received in the confirmation we provided to you after we received your consent.

The notice "What You Need to Know about Overdrafts and Overdraft Fees" will include information about our insufficient/unavailable funds fees (which is described as the fee for paying overdrafts in the notice) for ATM and everyday debit card transactions. Insufficient/unavailable funds fees and charges for checks (and other transactions made using your checking account number) and automatic bill payments is in our Fees & Charges schedule. There are no limits on the fees, and we may impose fees that are based on individual transactions that overdraw your account.

These fees and charges can quickly add up and quickly become significant. Overdrafts are not "free." A small transaction can become quite expensive if overdrafts occur due to the transaction. You need to avoid overdrafts and, if they occur, pay them off quickly.

Processing your checks, deposits and other payments is a dynamic environment that is complex and may change due to

technological innovation, changes in payment systems or changes in our policies and practices, including our order of processing. Overdrafts can arise due to a number of factors, so bear in mind that:

- You should not assume or expect that you will be able to avoid an overdraft by making a covering deposit before your transaction settles with us. Your checks, for example, can clear very quickly – sometimes even on the same day as you deliver the check to a merchant or other payee.
- As noted above, transactions may not be processed in the order in which they occur and the order in which transactions are processed and cleared can affect the total amount of overdraft fees incurred by you.
- When an insufficient/unavailable funds fee and charge is imposed, it operates to reduce the pre-determined amount that we have otherwise established for your overdrafts. You should consider this when you decide about whether to engage in a transaction that would overdraw your account, since you might erroneously believe that a transaction may be covered when it would not because fees had eroded the limit available.
- If you use an ATM or debit card, sometimes a hold is placed on your account. The hold amount may be more than the actual transaction, based on system processing methods and the type of transaction and the merchant involved. A hold can result in an overdraft, since “held” funds are not available. You should therefore check to be sure your funds are not being “held” if you are concerned that another transaction might cause an overdraft.
- You can see an account balance online, on a mobile device, via an ATM, or by calling us. This account balance will not disclose the predetermined amount under our standard overdraft practices.
- You may not be able to tell if a particular transaction will or may cause an overdraft. For example, a merchant point-of-sale terminal may not provide account balances, or a balance at an ATM may reflect yesterday’s balance information. Your account balance is continually changing, so any balance you see may not reflect current transactions or may otherwise be out of date. You can call us at (800) 334-8788 if you want clearer information about your balances, to help avoid overdrafts.
- You should not expect us to monitor or track your overdraft usage and to warn you or caution you if the usage pattern becomes excessive or high. We may contact you if this is the case, possibly to suggest an alternative arrangement such as setting up overdraft protection.
- The predetermined amount under our standard overdraft practices may change at any time, increasing or decreasing. This is also true of our order of payment and processing. However, we do not manipulate transactions on a daily, or on a member-by-member basis, in order to maximize fees.
- Our standard overdraft practices are NOT designed to help avoid your future financial challenges and should not be used by you that way. Extensive use of overdrafts is an indicator of poor account management and can result in significant expenses for you.

The above discussion regarding overdrafts does not apply to business accounts. In addition, for some of our members and their personal accounts.

REPAYMENT OF OVERDRAFTS

Our overdraft service is not a loan, and we require that you repay your overdrafts promptly not to exceed 30 days from the first day your account becomes overdrawn. Your account balance must be positive for at least one business day for the overdrawn balance to be considered repaid. For example, on the 1st your account becomes overdrawn by \$50; on the 10th, another \$75 posts to your account taking it further negative for a total of \$125. You must repay \$125 by the 1st of the following month.

CHECK CLEARING IN THE 21ST CENTURY ACT (CHECK 21) DISCLOSURES

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

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

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

What are your rights regarding substitute checks?

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

How do you make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call us at (800) 334-8788. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

TRUST & OTHER FIDUCIARY ACCOUNTS

AUTHORITY OF TRUSTEE(S)

The trustee(s) represent and warrant that they have the authority under the governing trust instrument to:

- enter into this Agreement to establish and maintain this account as trustee with the Credit Union.
- transact any and all business on the account, including, without limitation, the authority to (1) make, sign and deliver checks or other drafts for the benefit and behalf of the trust; and (2) withdraw by check, draft, order or otherwise any and all funds (including earned dividends) on deposit in this account.

SUCCESSOR TRUSTEE(S)

Before any successor trustee(s) may transact any business on this account, the successor trustee(s) shall (a) provide the Credit Union with (1) a letter of resignation signed by the resigning trustee(s), or (2) a certified copy of the death certificate(s) for the trustee(s) or (3) other appropriate documentation; and (b) execute a new Certification of Trust.

CREDIT UNION AS DEPOSITORY INSTITUTION ONLY

The trustee(s) acknowledge and agree that the Credit Union's sole obligation to the trustee(s) hereunder is as a depository institution and nothing in this Agreement or in the governing Trust instrument shall be construed to impose any duties or obligations whatsoever upon the Credit Union as a trustee under the term of the Trust.

INDEMNIFICATION

The trustee(s) hereby agree to defend, indemnify and hold the Credit Union harmless from and against any and all claims, demands, suits actions, damages, judgments, costs, charges, and expenses (including, without limitation, court costs and attorney's fees) of any nature whatsoever that the Credit Union may suffer, sustain, or incur resulting from, arising out of, or in any way connected with the establishment or maintenance of, or transaction of any business on this account by or through any trustee, including, but not limited to the failure of the trustee(s) to comply with any trust requirements concerning the number of trustee signatures required to act or bind the trust. The trustee(s) agree to pay any necessary expense, attorney's fees or costs in the enforcement of this indemnification and hold harmless provisions.

RELIANCE ON STATEMENTS; NOTIFICATION

The trustee(s) acknowledge and agree that the Credit Union is relying upon the statements, representations and warranties made by the trustee(s) contained in the Certification of Trust and that the Credit Union shall not be responsible in any way for verifying either the existence, validity or legality of the trust itself, to the authority of powers of the trustee under the governing trust instrument to establish, maintain or transact any business on this account as set forth above. The Credit Union reserves the right to require the trustee(s) to provide an attorney's certificate, in form and substance acceptable to the Credit Union, affirming the existence of the trust and the authority and powers of the trustee(s) thereunder. The trustee(s) agree to notify the Credit Union of (a) any change in address of any trustee and (b) any changes to or amendments of the governing trust instrument which would conflict with or otherwise affect the validity of any statement, representation, or warranty contained in this Agreement. Any such change or amendment shall be effective at the Credit Union only after new Certification of Trust has been completed and executed by the trustee(s).

TRUST AS BENEFICIARY OF AN IRA

When naming a trust as the beneficiary of your IRA, the beneficiaries of a trust will be treated as having been designated as beneficiaries if all of the following are true:

- The trust is a valid trust under state law.
- The trust is irrevocable or will, by its terms, become irrevocable upon the death of the owner(s).
- The beneficiaries of the trust who are beneficiaries with respect to the trust's interest in the owner's benefit are identifiable from the trust instrument.
- The successor trustee will provide the Credit Union with a Certification of Trust along with a copy of the trust instrument outlining the beneficiaries by October 31st of the year following the year of the owner's death.

RECOMMENDATION TO SEEK PROFESSIONAL ADVICE

Trust Agreements affects your legal rights. In providing an Agreement for the establishment of a Trust Account, the Credit Union makes no representation as to any tax, probate avoidance, or financial planning advantage, benefit or result of any kind whatsoever. If you desire assistance concerning the interpretation, meaning or effect of any of the provisions of this Agreement, you should seek the advice of an attorney or other legal professional.

OTHER FIDUCIARY ACCOUNTS

We may open fiduciary accounts to meet member needs. While this agreement is generally applicable to these special accounts, these accounts are subject to additional rules designed to take their unique characteristics into account. Further information is available from the Credit Union concerning these special accounts.

HEALTH SAVINGS ACCOUNTS

Designation of an Authorized Signer - You may grant a person (spouse or other third party) access to withdraw from your individual Health Savings Account or make payments from HSA Checking through any access methods available to you.

The authorized signer may perform any acts for this HSA including debit card payments, check writing, withdrawal, or contributions. In addition, the authorized signer may authorize transactions and be given information via electronic or telephone channels or written request.

You hold harmless and indemnify California Credit Union from any claims or losses that may arise as the result of action by your Authorized Signer and release the Credit Union from any liability. California Credit Union may rely on this authorization until such time it is revoked by you in writing.

Designation of HSA Debit Card Holder - You may grant a person (spouse or other third party) access to make payments from your HSA Checking through use of an HSA Debit Card. The HSA Debit Card holder may perform debit card payments only.

You hold harmless and indemnify California Credit Union from any claims or losses that may arise as the result of action by your HSA Debit Card holder and release the Credit Union from any liability. California Credit Union may rely on this authorization until such time it is revoked by you in writing. You understand this card is to be used for medical expenses only and any and all payments are reported as a normal distribution to the IRS.

ELECTRONIC CONTRIBUTIONS & WITHDRAWALS

The HSA account owner (owner) and California Credit Union agree to the following provisions, which shall be incorporated as part of the Health Savings Custodial Account Agreement, under the Health Savings Account Application form #3500.

These provisions are authorized in the Specific Instructions, Article XI of the Health Savings Custodial Account Agreement.

California Credit Union agrees to accept certain electronic contributions, which may include ACH deposits by the owner's employer, funds transferred from the owner's checking or savings account(s) by oral or fax request, through 24 Hour Telephone Banking, or made through Digital Banking, and any future electronic methods provided by the Credit Union. Any electronic

contribution will be recorded as a Regular Contribution and will be reported to the IRS for the year in which the contribution is made.

California Credit Union also agrees to accept certain electronic withdrawals, which may include transfers made through 24 Hour Telephone Banking, Digital or Mobile Banking, direct EFT (ACH) debit originated by the owner's medical provider, the use of a debit or credit card issued for use in paying for services of owner's medical provider and any future electronic methods provided to by the Credit Union. Any electronic withdrawal will be recorded as a Normal Distribution and will be reported to the IRS for the year the withdrawal is processed.

ELECTRONIC FINANCIAL SERVICES

ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer (EFT) Agreement and Disclosure is the contract that covers your and our rights and responsibilities concerning the electronic funds transfer services offered by California Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By using any such EFT service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments. We may offer new EFT services from time to time, and if so, you agree that all the terms and conditions contained in this disclosure will apply to such new EFT services to the extent not inconsistent with the new EFT Service Agreement.

FEDERAL REGULATION E DISCLOSURE

Applicability

This section applies only to consumer accounts. A consumer account is owned by a natural person and used for the purchase of household goods and payment of household obligations. The protections afforded consumers under Federal Regulation E do not, for example, extend to business accounts, trust accounts, or consumer accounts being used for business purposes.

Consumer Liability

Tell us AT ONCE if you believe your Debit Card or Personal Identification Number (PIN) has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your Debit Card or PIN without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or electronically delivered 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.

VISA ZERO LIABILITY

If you are using a debit card for transactions that take place on the Visa network system, Visa or Operating Rules and Regulations provide for zero (\$0) liability for unauthorized transactions under certain conditions. This does not apply to transactions that are not processed through the Visa network. These exceptions do not apply to transactions originating from your gross negligence and/or fraudulent use of your debit card.

CONTACT INFORMATION IN THE EVENT OF AN UNAUTHORIZED TRANSFER

If you believe your Debit Card and/or PIN has been lost or stolen, call: (888) 220-9591

or write:

California Credit Union, Electronic Services Department, PO Box 29100, Glendale, CA 91209-9100.

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

BUSINESS DAYS

For the purpose of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

TRANSFER TYPES AND LIMITATIONS

Account access. You may use your Debit Card and PIN to:

- a. Withdraw cash from your checking or savings account at an ATM.
- b. Make deposits to your checking or savings account at any California Credit Union ATM or select CO-OP ATMs.
- c. Transfer funds between your checking and savings accounts whenever you request when both accounts are linked to the card.
- d. Pay for purchases at places that have agreed to accept a VISA® Debit card.
- e. Pay bills directly by telephone from your checking account in the amounts and on the days you request.

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

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases.
- Pay bills.

CONFIDENTIALITY

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or agency or court orders, or
- If you give us your written permission.

DOCUMENTATION

Terminal transfers – You can get a receipt at the time you make any transfer to or from your account using an automated teller machine or point of sale terminal. Keep these receipts to compare with your statement from the Credit Union.

Pre-authorized 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, the person or company making the deposit will tell you every time they send us the money. You can also call us at (800) 334-8788 to find out whether or not the deposit has been made.

Periodic statements - You will get a monthly account statement when there is an electronic transfer during the statement cycle. Otherwise, you will get a statement at least quarterly.

PRE-AUTHORIZED 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's how:

Call us at (800) 334-8788, or write us at California Credit Union, PO Box 29100, Glendale, CA 91209-9100, 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. We will charge a fee for each stop payment order you give. (Refer to the Fees and Charges schedule for the fee amount.)

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.

Liability for failure to stop payment of pre-authorized 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.

OUR LIABILITY

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, if:

- a. through no fault of ours, you do not have enough money in your account to make the transfer.
- b. the transfer would go over the credit limit on your overdraft line.
- c. the automated teller machine where you are making the transfer does not have enough cash.
- d. the terminal or system was not working properly, and you knew about the breakdown when you started the transfer.

- e. circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- f. Another exception applies that is stated in our agreement with you such as:
 - i. the money in your account is subject to legal process or other claim.
 - ii. your card or PIN has been reported lost or stolen, has expired, is damaged so that the machine cannot read the encoding strip or EMV chip, is inactivated due to non-use, is retained by us at your request, or because your PIN has been repeatedly entered incorrectly.
 - iii. through no fault of ours, there is a failure of communications or computer equipment or delays in notification by other processors.
 - iv. you fail to follow the proper procedures for completing an electronic transaction.
 - v. you fail to follow instructions posted at the ATM.
 - vi. your card is retained by an ATM
 - vii. exceptions occur as established by the Credit Union from time to time.

PIN AND ACCESS CODE USE AND SECURITY

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

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (800) 334-8788.

Write us at California Credit Union, PO Box 29100, Glendale, CA 91209-9100.

Send a secure message through the Digital Banking system on our website.

Tell us about errors 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.

- a. Tell us your name and account number (if any).
- b. 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.
- c. Tell us the dollar amount of the suspected error.

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

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

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

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.

TELEPHONE BANKING

Our 24-hour Telephone Banking service is an automated telephone banking service that enables you to access your account and complete certain financial transactions on your savings, checking, money market and consumer loan accounts from your home, office or anywhere there is a touch-tone phone.

If we approve Telephone Banking access for your accounts, you will be required to select a separate PIN for use with this service. You must use your PIN along with your account number to access your accounts. Telephone Banking is available for your convenience 7 days a week, 24 hours per day. This service may be interrupted for a short time each day for data processing.

TRANSACTIONS AVAILABLE

You may use Telephone Banking to:

- inquire into your account balance(s).
- verify if a check has cleared your account(s) in the last 6 weeks.
- transfer funds from your accounts to make a California Credit Union loan payment.
- transfer funds between your account(s).
- withdraw funds from your account(s).
- make an advance on your Line of Credit.
- change your PIN at any time.

There is a 7:00 p.m. cutoff for same day transaction processing.

PERSONAL IDENTIFICATION NUMBER (PIN) SECURITY

Revealing your PIN constitutes authorization for its use by others, and you agree to be liable for their actions. Your PIN should be memorized...do not write it on your person (such as a checkbook, wallet, or purse). If you forget your PIN, you can have the PIN reissued by calling the California Credit Union Contact Center at (800) 334-8788.

IMPORTANT INFORMATION ABOUT TELEPHONE BANKING ACCOUNT ACCESS

You understand that you may have different account owners/signers on your various accounts. For example, your checking account might have you and your spouse (joint owner), your share savings might have you and your child (joint owner), and your line of credit might be accessed only by you (individual owner). You further understand and agree that by disclosing your California Credit Union account number or member number and PIN, you are allowing complete telephone access via a touch-tone telephone to all your accounts by all owners regardless of who is authorized to sign on an account. You understand that in the example above that your spouse and child would have full access via Telephone Banking to all three accounts, even though they would not through other transaction methods.

TRANSACTION LIMITATIONS

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, or lower an account below a required balance. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

FUNDS TRANSFER SERVICES

The following terms and conditions apply to funds transfers (ACH or Wire Transfers) you send or receive through us. If you have a specific agreement with us for these services, these provisions supplement but do not contradict that agreement. These terms and conditions do not apply to a funds transfer, any part of which is governed by the Electronic Fund Transfer Act of 1978 as amended from time to time.

GOVERNING LAWS

The rights, duties, and liabilities of parties to this Agreement shall be subject to Division 11 of the California Commercial Code. In all other aspects, this Agreement will be subject to the laws of the State of California. If any part of a wire transfer involves the use of Fedwire, the rights and obligations of the Credit Union and the member regarding that wire transfer are governed by Regulation J of the Federal Reserve Board.

DEFINITION OF A FUNDS TRANSFER

Division 11 of the California Commercial Code defines the following terms: "funds transfer," "payment order" and "beneficiary." These terms have the same meaning that they have under Division 11 of the California Commercial Code. A funds transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the instruction you give, or we receive regarding a funds transfer. Said instructions may be in writing, by telephone or facsimile. Funds transfers cover those made or received by you and are applicable to both business and personal accounts and include internal transfers from one account to another, as well as to external transfers that you direct. Funds transfer services include wire transfers and transfers through an automated clearinghouse (ACH) system.

Cut-Off Times for Wire Transfers: Unless otherwise provided by California Credit Union, the cut-off time for receipt and

processing of outgoing wire transfer orders shall be 12:00 p.m. Pacific Standard Time and 3:00 p.m. Pacific Standard Time for incoming wire transfer orders on each business day. The same cut-off time shall be applicable to communications canceling or amending a payment order.

FEES AND CHARGES

All fees and charges applicable to ACH processing and Wire Transfers are contained in California Credit Union's Fees and Charges schedule and are subject to change from time to time.

SENDING FUNDS TRANSFERS

You may give us instructions to pay money or have another bank pay money to a beneficiary. The beneficiary may be you or another person.

SECURITY PROCEDURES

You agree that your instruction for a funds transfer shall be carried out using "commercially reasonable" security procedures. These security procedures are to verify that a payment order or a communication amending or canceling a payment order is yours or that of your authorized agent and is further intended to detect error in the transmission or in the content of the payment order or communication. Such procedures may include special codes, identifying words or numbers, and/or callback procedures, or any other kind of procedure designed to ensure the funds transfer is an authorized instruction and to insure its accuracy. You acknowledge that such security procedures are for your protection and are confidential and are to be held by you in the strictest confidence. You will assume all losses should the security procedures be breached by you in any manner. If a funds transfer request is carried out by use of the commercially reasonable security procedures, you are responsible for any losses incurred, and you will be precluded from claiming that the transfer was not authorized.

REASONS FOR OUR NON-ACCEPTANCE OF PAYMENT ORDERS

We shall not accept nor execute, and may reject any payment order if:

- the account from which it is to be made does not contain sufficient available and collected funds.
- the payment order is not authorized or does not comply with applicable security procedures.
- in the exercise of good faith, we have reasonable cause for rejecting the payment order.

If we reject, do not accept, nor execute a payment order, we shall notify you of such non-acceptance, non-execution or rejection, orally, electronically, or in writing. We will send written notices by mail by the end of the next business day after submission of your order. We are neither liable to you for the rejection nor obligated to pay you interest for the period before you receive notice of rejection.

AUTHORIZATION OF A FUNDS TRANSFER

Those persons authorized to initiate a funds transfer shall be any joint owner or authorized signer of the account that is to be debited. Unless written notice is actually received by us and is in hand that any joint owner or authorized signer no longer has such authority, any such person shall have the right to authorize a funds transfer, and you shall be precluded from denying the authority of such person. Funds transfers as authorized by you shall be debited from the account you indicate. We shall also debit that account for any fees relating to the sending or the receiving of the funds transfer.

STOPPING ELECTRONIC PAYMENTS

If you have made arrangements (with us or another payee or creditor) to make electronic payments from your account, you can stop any such payment by calling our Contact Center at (800) 334-8788, HOWEVER, YOU MUST CANCEL THE AUTHORIZATION WITH THE MERCHANT FIRST. You may also visit any branch office or write to us at California Credit Union, PO Box 29100, Glendale, CA 91209-9100. We must receive your request at least 3 business days before the scheduled payment. If you call or visit us, we may require you to put your request in writing or to complete our form and get it to us within 14 days after the call or visit. Please inform us if the payment is a recurring transaction. This will enable us to attempt to cancel the authorization and to prevent recurring payments.

AMENDING PAYMENT ORDERS

You have no right to amend or cancel a domestic payment order after we receive it. If you ask us to do so, we may make a reasonable effort to act on your request. But we are not liable to you, if for any reason, a domestic payment order is not amended or canceled. You agree to reimburse us for any costs, losses, or damages that we incur in connection with your request to amend or cancel a domestic payment order.

For international funds transfers, you understand that you will receive a notice regarding your error resolution and cancellation rights at the time you request the international funds transfer, but prior to payment for the transfer.

DISCREPANCIES BETWEEN ACCOUNT NUMBERS AND ACCOUNT NAMES

The beneficiary of a wire transfer (the party to whom you are sending funds) is identified both by name and an identifying number such as account number, name and a routing/transit (R/T) or other identifying number identifies the financial institution to which a transfer is being sent. If you provide an erroneous account number, funds may be transferred to the account of the party holding that number even though the number may identify a person other than the beneficiary named. In such an event,

you will be responsible for recovery of any funds sent to the wrong party and you will still be obligated to pay us the amount of your payment order. You acknowledge that the financial institution to which you direct the funds sent will rely on the account number you give and will pay to the account number you designated.

MEANS OF TRANSMITTAL

We may select any intermediary bank, funds transfer system, or means of transmittal to send your payment orders. Our selection may be different from that indicated in your instructions.

NOTIFICATION OF FUNDS SENT

We notify you about your payment orders for funds transfers by listing them on your account statement. You must notify us at once if you think a payment order for a funds transfer is incorrect. You must send us written notice, including a statement of relevant facts, no later than 14 days after the date you receive the first notice or statement on which the problem or error appears. If you fail to notify us within this 14-day period, we will not be liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect.

OUR LIABILITY

If we are obligated to pay for loss of interest on your payment order that results from our error or delay, which is caused by a lack of ordinary care on our part, we calculate compensation as follows: The interest applicable to the account to/from which a wire transfer is sent or received shall determine the interest rate applicable to the funds sent/received. If we have a separate agreement with you specifying a different calculation method, we use that method instead. We are not liable, in any case, for any special, indirect, exemplary or consequential damages (including lost profits) of any kind.

RECEIVING FUNDS TRANSFERS

We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system such as an ACH system or through some other communications system. When we give you credit for an ACH credit entry, it is provisional until we receive final settlement for the entry. If we do not receive final settlement, you must return the funds previously credited to your account to us and the person who sent the ACH credit entry will not be treated as having paid you.

NOTIFICATION OF FUNDS RECEIVED

We notify you about your payment orders for funds transfers by listing them on your account statement. If you have arranged a direct deposit to your account or are expecting a funds transfer into your account, you can verify by logging onto Digital Banking or by calling our Telephone Banking automated telephone line (800) 334-8788 to find out whether or not the deposit/fund transfer has been made. Other forms of verification may incur a fee. The Credit Union agrees to provide notice of funds transfers and/or ACH transfers in your regular periodic statement.

ADDITIONAL TERMS APPLICABLE TO INTERNATIONAL FUNDS TRANSFERS

For international funds transfers, you understand that the Credit Union is generally required to disclose the exchange rate to be used to effectuate the transfer. You understand and agree that there may be instances in which you request such funds to be delivered in a particular currency, but the funds are later converted into another currency due to facts that cannot be known by us. In such case, we will disclose the exchange rate based on your request, even if the funds are ultimately received in a different currency.

If you do not know the currency in which the funds will be received, or, if you request funds to be received in the currency in which the international funds transfer is funded, the Credit Union may assume that the currency in which funds will be received is the currency in which the funds transfer is funded.

You further understand and agree that if the Credit Union does not have specific knowledge regarding the currency in which the funds will be received, the Credit Union may rely on your representation as to the currency in which the funds will be received for purposes of determining whether an exchange rate is applied to the international funds transfer.

If an international funds transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars as of the date of refund, less any charges and expenses incurred by the Credit Union.

DELAY OR NON-CREDIT OF FUNDS TRANSFERS

Without any liability to you, we may not act or may delay in acting on a payment order, or we may not credit or may delay in crediting a funds transfer to your account, if any of the following occurs:

- a. Legal constraint, including legal process affecting you, of which we have actual knowledge.
- b. Interruption of communication facilities.
- c. Equipment failure.
- d. War or any other similar kind of civil insurrection or disturbance.
- e. Emergency conditions.
- f. Other circumstances beyond our control.

- g. The reasonable belief on our part that the acting upon by us of a funds transfer would constitute a possibility of us violating any guideline, rule, or regulation of any government authority.

TRUTH-IN-SAVINGS DISCLOSURE INFORMATION

PERSONAL CHECKING & EDUCATOR CHECKING

Dividends

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day during the month above a specified minimum threshold. Dividends begin to accrue on the business day of deposit and shall continue to accrue until the day funds are withdrawn.

Dividends are compounded monthly and paid to your account(s) after the close of business on the last day of each calendar month. 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. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available on the Rates schedule which accompanies this Account Agreement and Disclosure. The Board of Directors determines the Dividend Rate and the APY at its sole discretion based on market conditions and other business factors.

Personal Checking Accounts pay variable dividend rates that may be adjusted without prior notice to you. There is no limitation on the amount the rate may change. The rates and yields in effect during the statement cycle will appear on your statement.

Minimum Balance Requirements

The minimum deposit required to open a personal checking account is \$25.

The minimum deposit required to open an educator checking account is \$0.01.

You must maintain a minimum daily balance of \$10,000 in your account to obtain the disclosed Annual Percentage Yield. See our Rates schedule.

Transaction Limitations

No transaction limitations apply to these accounts unless otherwise stated in the Common Features section. This account is subject to fees as detailed in the current Fees and Charges schedule.

ECHECKING

Minimum Balance Requirements

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

Transaction Limitations

No transaction limitations apply to these accounts unless otherwise stated in the Common Features section. This account is subject to fees as detailed in the current Fees and Charges schedule.

Electronic Statement and Communications

This account requires electronic statements and communication delivery. If you open your account at a branch and do not enroll in electronic delivery or withdraw your consent for electronic delivery, your account type may change and will be subject to the fees and charges associated with the new account type.

STUDENT CHECKING

Student Checking is available to students aged 13 – 25. A non-minor parent or legal guardian joint owner is required for students aged 13-17. At the age of 26, the account will change to a Personal Checking account.

Minimum Balance Requirements

The minimum balance to open this account is \$.01 plus any applicable check printing charges.

Transaction Limitations

Our Standard Overdraft Practices do not apply to this account. No other transaction limitations apply to this account unless otherwise stated in the Common Features section.

BANK ON CHECKING

Minimum Balance Requirements

The minimum balance to open this account is \$1.

Transaction Limitations

Our Standard Overdraft Practices do not apply to this account. No transaction limitations apply to these accounts unless otherwise stated in the Common Features section. This account is subject to fees as detailed in the current Fees and Charges schedule.

OPTION CHECKING

Dividends

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day

during the month above a specified minimum threshold. Dividends begin to accrue on the business day of deposit and shall continue to accrue until the day funds are withdrawn.

Dividends are compounded monthly and paid to your account(s) after the close of business on the last day of each calendar month. 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. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available on the Rates schedule which accompanies this Account Agreement and Disclosure. The Board of Directors determines the Dividend Rate and the APY at its sole discretion based on market conditions and other business factors.

Personal Checking Accounts pay variable dividend rates that may be adjusted without prior notice to you. There is no limitation on the amount the rate may change. The rates and yields in effect during the statement cycle will appear on your statement.

Minimum Balance Requirements

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

You must maintain a minimum daily balance of \$10,000 in your account to obtain the disclosed Annual Percentage Yield. See our Rates schedule.

Transaction Limitations

Our Standard Overdraft Practices do not apply to this account. No transaction limitations apply to these accounts unless otherwise stated in the Common Features section.

This account is subject to fees as detailed in the current Fees and Charges schedule.

HSA CHECKING

Dividends

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day during the month above a specified minimum threshold. Dividends begin to accrue on the business day of deposit and shall continue to accrue until the day funds are withdrawn.

Dividends are compounded monthly and paid to your account(s) after the close of business on the last day of each calendar month. 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.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available on the Rates schedule which accompanies this Account Agreement and Disclosure. The Board of Directors determines the Dividend Rate and the APY at its sole discretion based on market conditions and other business factors.

This account pays variable dividend rates that may be adjusted at our discretion. They may change as often as daily without notice to you. There is no limitation on the amount the rate may change. The rates and yields in effect during the statement cycle will appear on your statement.

Minimum Balance Requirement

The minimum balance to open this account is \$50.

You must maintain a minimum daily balance of \$50 in your account to obtain the disclosed Annual Percentage Yield. See our Rates schedule.

Transaction Limitations

No transaction limitations apply to these accounts unless otherwise stated in the Common Features section. This account is subject to fees as detailed in the current Fees and Charges schedule.

SHARE SAVINGS, MONEY MARKET SAVINGS, IRA SAVINGS, OR HEALTH SAVINGS ACCOUNT

Dividends

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day during the month above a specified minimum threshold. Dividends begin to accrue on the business day of deposit and shall continue to accrue until the day funds are withdrawn.

Dividends are compounded monthly and paid to your account(s) after the close of business on the last day of each calendar month. 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. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board for Share Savings and Money Market accounts.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available on the Rates schedule which accompanies this Account Agreement and Disclosure. The Board of Directors determines the Dividend Rate and the APY at its sole discretion based on market conditions and other business factors.

These accounts pay variable dividend rates that may be adjusted at our discretion. They may change as often as daily without notice to you. There is no limitation on the amount the rate may change. The rates and yields in effect during the statement cycle will appear on your statement.

Minimum Balance Requirements

Share Savings – The minimum balance to open this account is \$.01.

You must maintain a minimum daily balance of \$100 in your account each day to obtain the disclosed annual percentage yield. Dividends are paid only on balances of \$100 or more. See our Rates schedule.

You must maintain a minimum daily balance of \$100 in your account to avoid a service fee. If, on any day of the month, your account balance falls below the required minimum daily balance, your account will be subject to a service fee as disclosed in our Fees and Charges schedule.

Money Market Savings – The minimum balance to open this account is \$2,500.

You must maintain a minimum daily balance of \$0.01 in your account each day to obtain the disclosed Annual Percentage Yield.

You must maintain a minimum daily balance of \$2,500 in your account to avoid a service fee. If, on any day of the month, your account balance falls below the required minimum daily balance, your account will be subject to a service fee as disclosed in our Fees and Charges schedule.

IRA Savings – The minimum balance required to open and maintain this account is \$50.

You must maintain a minimum balance of \$50 in your account each day to obtain the disclosed Annual Percentage Yield and you may have a further option to obtain a higher disclosed Annual Percentage Yield by maintaining a minimum daily balance of \$50,000 in your account.

Your IRA Plan balance must be at least \$50 at the end of the year to avoid a service fee as disclosed in our Fees and Charges schedule.

Health Savings Account – The minimum balance required to open and maintain this account is \$50.

You must maintain a minimum daily balance of \$50 in your account to obtain the disclosed Annual Percentage Yield and you may have a further option to obtain a higher disclosed Annual Percentage Yield by maintaining a minimum daily balance of \$2,500, \$5,000, or \$25,000 in your account. This account is subject to fees as detailed in the Fees and Charges schedule.

Dividends

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day during the month above a specified minimum threshold. Dividends begin to accrue on the business day of deposit and shall continue to accrue until the day funds are withdrawn.

Dividends are compounded monthly and paid to your account(s) after the close of business on the last day of each calendar month. 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. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available on the Rate schedule which accompanies this Account Agreement and Disclosure. The Board of Directors determines the Dividend Rate and the APY at its sole discretion based on market conditions and other business factors.

These accounts pay variable dividend rates that may be adjusted at our discretion. They may change as often as daily without notice to you. There is no limitation on the amount the rate may change. The rates and yields in effect during the statement cycle will appear on your statement.

STUDENT SAVINGS

Student Savings is available to students up to age 25. A non-minor parent or legal guardian joint owner is required for students under age 18. At the age of 26, the account will change to a Share Savings account.

Dividends

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day during the month above a specified minimum threshold. Dividends begin to accrue on the business day of deposit and shall continue to accrue until the day funds are withdrawn.

Dividends are compounded monthly and paid to your account(s) after the close of business on the last day of each calendar month. 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. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board for Share Savings and Money Market accounts.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available on the Rates schedule which accompanies this Account Agreement and Disclosure. The Board of Directors determines the Dividend Rate and the APY at its sole discretion based on market conditions and other business factors.

These accounts pay variable dividend rates that may be adjusted at our discretion. They may change as often as daily without notice to you. There is no limitation on the amount the rate may change. The rates and yields in effect during the statement cycle will appear on your statement.

Minimum Balance Requirements

The minimum balance to open this account is \$.01.

You must maintain a minimum daily balance of \$.01 in your account each day to obtain the disclosed annual percentage yield.

EDUCATOR SUMMER SAVINGS ACCOUNT

This account allows educators to save for a summer vacation or other summer expenses. A direct deposit or payroll deduction is used to fund the account every month. Annually, the Credit Union will distribute the balance of the account to you into a credit union account you own that accepts deposits. You must show proof you are currently employed at a public or private school district or institution of higher education within California to open and maintain this account.

Dividends

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day during the month above a specified minimum threshold. Dividends begin to accrue on the business day you deposit and shall continue to accrue until the day funds are withdrawn.

Dividends are compounded monthly and paid to your account(s) after the close of business on the last day of each calendar month. 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. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available on the Credit Union's Rate schedule which accompanies this Account Agreement and Disclosure. The Board of Directors determines the Dividend Rate and the APY at its sole discretion based on market conditions and other business factors.

These accounts pay variable dividend rates that may be adjusted at our discretion. They may change as often as daily without notice to you. There is no limitation on the amount the rate may change. The rates and yields in effect during the statement cycle will appear on your statement.

Minimum Balance Requirements

The minimum balance to open this account is \$.01.

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

Transaction Limitations

Deposits can be made by direct deposit or payroll deduction only up to a maximum of \$2,000 monthly. If your deposit(s) in one month exceed \$2,000, we will transfer the excess into another account you own with us or mail you a check using the effective date of the excess deposit. You will not earn dividends on any excess deposit.

CREDIT CARD SECURED SAVINGS**Dividends**

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day during the month above a specified minimum threshold. Dividends begin to accrue on the business day of deposit and shall continue to accrue until the day funds are withdrawn.

Dividends are compounded monthly and paid to your account(s) after the close of business on the last day of each calendar month. 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. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available on the Rates schedule which accompanies this Account Agreement and Disclosure. The Board of Directors determines the Dividend Rate and the APY at its sole discretion based on market conditions and other business factors.

These accounts pay variable dividend rates that may be adjusted at our discretion. They may change as often as daily without notice to you. There is no limitation on the amount the rate may change. The rates and yields in effect during the statement cycle will appear on your statement.

Minimum Balance Requirements

The minimum balance to open and maintain this account is equal to the Pledge of Credit Card Shares/Deposits Agreement signed by you. You must maintain a minimum daily balance of \$100 in your account each day to obtain the disclosed annual percentage yield.

Transaction Limitations

You may only withdraw dividends earned on your Credit Card Secured Savings account. All other balances are pledged in accordance with the Credit Card Pledge of Shares/Deposits agreement.

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 pre-authorized or automatic transfer, telephone transfer, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to an excess transaction fee and denial of the service that caused your account to exceed the limits defined by the Regulation or closure by the Credit Union.

SHARE AND IRA CERTIFICATES

Dividends

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day during the month above a specified minimum threshold. Dividends begin to accrue on the business day you deposit funds into your account.

Dividends are compounded daily and paid to your account(s) on the calendar day anniversary of the calendar day you funded the certificate. For example, if you funded your certificate on February 14, your dividends will be paid to you on the 14th of each succeeding month for the term of your certificate. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board.

Alternatively, you may choose to have dividends for your Share Certificate paid to you or to another account every month rather than credited to this account. You may also have the dividends transferred to your account at another financial institution by electronic transfer (ACH). For payments by Credit Union check to you, the dividend amount must be at least \$25. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available in California Credit Union's Rate schedule. The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

The Board of Directors determines the Dividend Rate and the APY at its sole discretion based on market conditions and other business factors. Rates may be variable or fixed as described below.

Certificate Maturity

This type of account will automatically renew at maturity for the same term as the original account unless otherwise disclosed. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period of ten calendar days). We can prevent renewal

if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in an existing account or mailed to you, if you do not have another account at the Credit Union.

Minimum Balance Requirements

Share Certificates – The minimum balance that is required to open this account is \$1,000. You must maintain a minimum daily balance of \$1,000 in your account each day to obtain the disclosed annual percentage yield and you may have a further option to obtain a higher disclosed Annual Percentage Yield by maintaining a minimum daily balance of \$10,000, \$25,000, or \$100,000 in your account.

IRA Certificates – The minimum balance that is required to open this account is \$1,000. You must maintain a minimum daily balance of \$1,000 in your account each day to obtain the disclosed annual percentage yield and you may have a further option to obtain a higher disclosed Annual Percentage Yield by maintaining a minimum daily balance of \$10,000, \$25,000, or \$100,000 in your account.

Your IRA Plan balance must be at least \$50 at the end of the year to avoid a service fee as disclosed in our Fees and Charges schedule.

Transaction Limitations

You can only withdraw dividends credited in the term before maturity without penalty. You can withdraw dividends anytime during

the term after they are credited to your account. This dividend withdrawal limitation does not apply if you have made arrangements to have dividends paid to you or to another account in lieu of having them credited to this account.

Early Withdrawal Penalties

We may impose a penalty if you withdraw any of the principal before the maturity date. For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Maturity date one year or less	90 days dividends
Maturity date more than one year	180 days dividends

The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends to cover the penalty, or if the dividend has already been paid, the penalty will be deducted from the principal.

At our option, we may allow full withdrawal before maturity without imposing an early withdrawal penalty under the following circumstances:

- When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- Where the account is an Individual Retirement Account (IRA), and any portion is paid within seven days after establishment, or the owner becomes legally disabled.

For any account that earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate this early withdrawal penalty will be the dividend rate in effect at the beginning of the term.

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

Fees & Charges

The account is subject to fees as detailed in the Fees and Charges schedule.

Non-transferable/Non-negotiable

Your account is non-transferable and non-negotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the Credit Union.

SAVER CERTIFICATES

Dividends

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day during the month above a specified minimum threshold. Dividends begin to accrue on the business day you deposit funds into your account.

Dividends are compounded daily and paid to your account(s) on the calendar day anniversary of the calendar day you funded the certificate. For example, if you funded your certificate on February 14, your dividends will be paid to you on the 14th of each succeeding month for the term of your certificate. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available in California Credit Union's Rate schedule. The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

The dividend rate of your account will change to the current Share Saving rate currently in affect if you do not meet the monthly minimum deposit requirement or withdraw any funds, including dividends, from the certificate before maturity. See Transaction Limitations for details.

Minimum Balance Requirement

The minimum balance required to open this account is \$25. You must maintain the minimum daily balance in your account each day to obtain the disclosed annual percentage yield.

Transaction Limitations

Monthly Deposit Requirement – A monthly deposit requirement may apply to your Saver Certificate. If this feature applies to your account, you must deposit \$50 per calendar month to obtain the disclosed annual percentage yield. If this minimum monthly deposit requirement is not met, the dividend rate of your account will change to the current Share Savings dividend rate in effect at that time for the remaining term without further notice. See the Rates schedule to determine if this requirement applies to your account.

Withdrawals – You may not make withdrawals, including dividends, from your account before maturity without incurring an early withdrawal penalty. Any withdrawal will cause the dividend rate of your account to change to the current Share Savings dividend rate in effect at that time for the remaining term without further notice.

Early Withdrawal Penalties – We may impose a penalty if you withdraw any of the funds, including dividends, before the maturity date. If you withdraw some of your funds before maturity, the dividend rate for the remaining funds in your account will be the Share Savings rate in affect at the time of the withdrawal for the remaining term. For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Maturity date one year or less	90 days dividends
Maturity date more than one year	180 days dividends

The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends to cover the penalty, or if the dividend has already been paid, the penalty will be deducted from the principal.

At our option, we may allow full withdrawal before maturity without imposing an early withdrawal penalty if account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.

For any account that earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate this early withdrawal penalty will be the dividend rate in effect at the beginning of the term.

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

Fees & Charges

The account is subject to fees as detailed in the Fees and Charges schedule.

Automatically Renewable Account

This type of account will automatically renew at maturity for the same term as the original account unless otherwise disclosed. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period, if any). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in an account or mailed to you if you have no account.

Non-transferable/Non-negotiable

Your account is non-transferable and non-negotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the Credit Union.

ACCELERATOR CERTIFICATES

Dividends

Dividends are calculated using the daily balance method that applies a daily periodic rate to the daily balance each day during the month above a specified minimum threshold. Dividends begin to accrue on the business day you deposit funds into your account.

Dividends are compounded daily and paid to your account(s) on the calendar day anniversary of the calendar day you funded the certificate. For example, if you funded your certificate on February 14, your dividends will be paid to you on the 14th of each succeeding month for the term of your certificate.

Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account. You may also have the dividends transferred to your account at another financial institution by electronic transfer (ACH). For payments by Credit Union check to you, the dividend amount must be at least \$25. Credited dividends of \$10 or more are reported to the Internal Revenue Service and the Franchise Tax Board.

Rate Information

The Dividend Rate and the Annual Percentage Yield (APY) on your account(s) are available on the Credit Union's Rate schedule which accompanies this Account Agreement and Disclosure. The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

The Board of Directors determines the Dividend Rate and the APY at its sole discretion based on market conditions and other business factors. This account has a fixed dividend rate and APY.

You have one opportunity during the term of the certificate to increase the Dividend Rate and APY which will be the Dividend Rate and APY in effect at the time you select to increase the rate.

Certificate Maturity

This type of account will automatically renew at maturity for the same term as the original account unless otherwise disclosed. You may prevent renewal if we receive written notice from you before maturity of your intention not to renew or you withdraw the funds in the account at maturity (or within the grace period of ten calendar days). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in an existing account or mailed to you, if you do not have another account at the Credit Union.

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

Minimum Balance Requirements

The minimum balance that is required to open this account is \$10,000. You must maintain a minimum daily balance of \$10,000 in your account each day to obtain the disclosed annual percentage yield.

Transaction Limitations

You can only withdraw dividends credited in the term before maturity without penalty. You can withdraw dividends anytime

during the term after they are credited to your account. This dividend withdrawal limitation does not apply if you have made arrangements to have dividends paid to you or to another account in lieu of having them credited to this account.

Early Withdrawal Penalties

We may impose a penalty if you withdraw any of the principal before the maturity date. For all accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty for this account will be 180 days dividends.

The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends to cover the penalty, or if the dividend has already been paid, the penalty will be deducted from the principal.

At our option, we may allow full withdrawal before maturity without imposing an early withdrawal penalty under the following circumstances:

- When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- Where the account is an Individual Retirement Account (IRA), and any portion is paid within seven days after establishment, or the owner becomes legally disabled.

For any account that earns a dividend rate that may vary from time to time during the term, the dividend rate we will use to calculate this early withdrawal penalty will be the dividend rate in effect at the beginning of the term.

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

Fees & Charges

The account is subject to fees as detailed in the Fees and Charges schedule.

COMMON FEATURES

NOTICE OF WITHDRAWAL

We reserve the right to at any time require not less than seven days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other Savings Account as defined by Regulation D.

NATURE OF DIVIDENDS

Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. California's Credit Union law prohibits the guarantee of dividends as dividends are based upon available earnings at the end of a dividend period.

SHARE INSURANCE

NATIONAL CREDIT UNION SHARE INSURANCE FUND

Your accounts at California Credit Union are federally insured by the National Credit Union Administration, an agency of the federal government, to the legal maximum of \$250,000. Individual Retirement Accounts (IRAs) are insured separately to \$250,000 from your other deposits at California Credit Union.



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