

Membership and Accounts Agreement

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Please maintain this booklet with your permanent records.

The information contained in this Membership and Accounts Agreement booklet applies to all University Credit Union Individual and Multiple Party Share (Savings) Accounts, Checking Accounts, Market Rate Accounts and Trust Accounts. Trust Accounts require a separate signature card. The Credit Union maintains the right to add, delete or modify any of the terms and conditions applicable to any Credit Union Account at any time with proper advance notice, to the extent permitted by law.

MEMBERSHIP AGREEMENT AND ACCOUNT DISCLOSURE DEFINITIONS

In this booklet referred to hereafter as Agreement and Disclosure, the following definitions apply:

- "You", "Your" and "Yours" mean all who sign as owner(s) on any Account with the Credit Union, jointly and severally.
- "We", "Our", "Us", "UCU", "it", "its" and "Credit Union" mean University Credit Union.
- "Account(s)" shall mean your Share (Savings), Checking or Market Rate Account with the Credit Union, as determined by the section of this booklet in which the term is contained.
- "UCC" means the Uniform Commercial Code as adopted by the State of California.
- "PIN" shall mean your Personal Identification Number as assigned to you by the Credit Union.
- "Fee Schedule" shall mean the Credit Union's Fee Schedule.
- "EFT" shall mean an Electronic Fund Transfer.
- "TIS" refers to the federal Truth in Savings law and regulation.
- "APY" means Annual Percentage Yield.

In addition to the terms and conditions contained herein, the following documents shall apply to your Credit Union Account(s):

- University Credit Union's Bylaws, as amended from time to time
- The Account Card.
- The Fee Schedule.
- The Rates sheet.
- Any Enclosures or Addendums enclosed or provided in the future.

MEMBERSHIP AGREEMENT

1. MULTIPLE PARTY ACCOUNT LAW: Your Account(s) are subject to the California Multiple-Party Account Law if (a) it is jointly owned by you and one or more other persons, or (b) one or more Pay-On-Death (POD) beneficiaries are designated.

IF AN ACCOUNT IS HELD BY AN ASSOCIATION FOR BUSINESS PURPOSES OR HELD IN THE NAME(S) OF AN INDIVIDUAL AS A TRUSTEE UNDER A REVOCABLE, IRREVOCABLE OR TESTAMENTARY TRUST, PERSONAL REPRESENTATIVE, GUARDIAN OR CONSERVATOR, THE CALIFORNIA MULTIPLE-PARTY ACCOUNTS LAW SHALL NOT APPLY AND PAY-ON-DEATH DESIGNATIONS SHALL NOT BE APPLICABLE.

2. SERVICES, RULES, FEES AND CHARGES: You understand and agree that the Credit Union may offer or deny services on any Account and that you are bound by the Bylaws, regulations, policies and other rules and practices of the Credit Union now in effect or as they may be amended. You agree to pay the Credit Union all fees and charges assessed from time to time for the use of any Account, as disclosed in the Fee Schedule. In the event there is a concern over account ownership or any transactions on any account, we have the right to block and restrict any transactions until such time as our investigation into the matter is completed.

3. ACCOUNT OWNERSHIP: Ownership of any Account including all suffixes and beneficiaries, shall be established and determined by the Account Card on file with the Credit Union. A different form of ownership may be established for a new suffix, new Account or change in beneficiary by executing a Supplemental Signature Card, which shall be filed with the Credit Union. As used herein, the word owner(s) means the person(s) who signs the Account Agreement and who is/are the owner of the funds in the case of an individual account; the joint owner(s) (individually) in the case of a joint account.

4. CALIFORNIA UNIFORM COMMERCIAL CODE (UCC): Except as provided in this Agreement, the provisions regarding Negotiable Instruments and Bank Deposits and Collections in the UCC shall apply to all Account transactions and the term "Bank" in the UCC shall include this Credit Union for purposes of applying the UCC to all applicable Account agreements and transactions.

5. EQUAL ACCESS TO ACCOUNT: If there are two or more Account owners, each Account owner has equal access to the Account(s) and all funds paid into any Account(s) shall be considered held by each owner of any Account(s) equally, with the right of survivorship and without regard to net contributions and the Credit Union is under no obligation to inquire as to the source of any contribution.

6. AUTHORIZED SIGNATURES / PERSONAL IDENTIFICATION NUMBER (PIN): The Credit Union is authorized to recognize any of the signatures subscribed on the Account Card in the payment of funds or the transaction of any business on any Account without regard to any contrary instructions. For purposes of this Agreement and Disclosure, use of a Personal Identification Number (PIN), other authorized access device or any approved electronic means by which funds in any Account(s) may be accessed by you shall have the same force and effect as your signature.

7. DEPOSITS: The Credit Union may accept checks, drafts or other items payable to you for deposit whether or not endorsed and the Credit Union may affix an endorsement for you. Each of the Account owners authorizes each of the other owners to act as his or her attorney in fact with full power to endorse his or her name to any check, draft or other item for encashment or for deposit into the Account(s). Credit given for all noncash items that are cashed or deposited in any Account by you is conditional and subject to final payment. Amounts entered on receipts are taken from deposit tickets without verification. The Credit Union reserves the right to correct any entries at a later time if amounts are in error. THE CREDIT UNION ASSUMES NO RESPONSIBILITY TO ASCERTAIN OR MAINTAIN RECORDS OF THE SOURCES OF DEPOSITS TO ANY ACCOUNT.

8. ENDORSEMENT ERRORS: The Credit Union shall not be responsible for delays or damages resulting from the failure of any endorser of a check, draft or other item to comply with the endorsement requirements of federal or state law or regulations.

9. WITHDRAWAL OF SHARES: Only forms, methods and devices approved by the Credit Union may be used to withdraw funds from any Account. Withdrawal of any or all shares from any Account by any of the parties, their agents or their designated beneficiaries shall discharge the Credit Union from any liability for such payment.

10. LIEN ON SHARES: The California Financial Code grants the Credit Union a statutory lien on all shares and deposits held by you in the Credit Union, including all dividends and earnings paid on such shares and deposits. The Credit Union may use any or all funds you hold or have an interest in at the Credit Union to offset any debt or obligation you have to the Credit Union, to the extent of any delinquency.

11. PLEDGE OF SHARES: Funds in all Accounts excluding Checking Account(s) may be pledged as security for a loan. See loan documents for additional information.

12. AUTHORITY OF CREDIT UNION: The rights and authority of the Credit Union with respect to payment of funds from any Account shall not be changed or terminated except upon the Credit Union's receipt of either a court order or written notice signed by you.

13. CLOSING ACCOUNT: The Credit Union may close any Account upon giving notice to you or if there is not at least one owner on the Account who is a Credit Union member or if any Account is not maintained in a manner that is satisfactory to the Credit Union. Closing any Account will not affect your liability for payment to the Credit Union of monies due under any applicable Account agreement. If an Account is closed pursuant to this provision, the Credit Union, unless otherwise instructed in writing by all owners of the Account, may mail the balance in the Account to the last known address of any one of the owners.

14. STATEMENTS AND NOTICES: Account statements and any notices to the owners of an Account will be mailed to the individual owner whose membership number appears on the Account Card at the address currently shown on the Credit Union's records. The Credit Union is relieved of all liability for statements and notices lost in delivery by the United States Postal Service or other mail delivery service or not called for by you. If you have agreed with us to receive your statement electronically, the: You mailing date of the statement and notices will be deemed to be the date the Credit Union notifies you of the availability of the statement or notice

15. WAIVER OF NOTICE: You waive protest of and notice of dishonor or the nonpayment of an item, or the reversal of a payroll deduction credit, for any items deposited or credited to an Account.

16. NEGATIVE CREDIT/ACCOUNT REPORTING: The Credit Union may report its experience regarding any Account to others, including financial institutions and credit reporting agencies. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

17. NOTICE OF ADDRESS CHANGE: You are required to keep us informed of your current address(es) including mailing and physical if different. In the event that you fail to do this, a charge may be made to your Account(s) for the necessary actual cost we pay to a locator service or to a person or concern normally engaged in providing such service in order to determine your current address(es).

18. DISCLOSURE OF FEES AND CHARGES: All Account(s) shall be subject to fees and service charges in accordance with the Fee Schedule that is adopted and as it may be amended by the Credit Union and in effect at the time imposed. By placing your signature on the Account Card you acknowledge receipt of a copy of the current Fee Schedule. Our current Fee Schedule is also available upon request and on our website.

Notice of any subsequent change to the Fee Schedule shall be published or mailed to you at the address to which your statements are sent.

19. RESTRICTION ON TRANSFER OF RIGHTS: Shares are not transferable except on the books of the Credit Union. No transfer of voting rights or other membership privilege is permitted by virtue of a transfer of the shares, and no membership privilege is made available to any nonmember party.

20. AUTHORIZATION: You authorize the Credit Union to obtain, verify and periodically (re)verify your employment, credit and checking account information as the Credit Union deems appropriate. You understand and agree that the Credit Union may use this information in determining your initial and ongoing eligibility for Credit Union Accounts services and/or in conjunction with making credit opportunities available to you.

21. AVAILABILITY OF FUNDS IN ACCOUNTS: The availability of funds in your Account(s) shall be determined in accordance with the applicable state and federal laws and the Credit Union's policy. The Credit Union may refuse to accept any deposit and, subject to applicable laws on delayed availability of funds and policies established by the Credit Union, may require collected funds before honoring requests for withdrawal (see our Delayed Availability of Funds Policy in this Agreement and Disclosure for information regarding funds availability for checking accounts).

22. CHANGE IN TERMS: The Credit Union may change any of the terms and conditions of this Agreement and Disclosure and any Account upon legally required notice to you. Your use of an Account after notice of change of terms signifies your agreement to the changed terms.

23. NOTICE – IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see and keep a copy of your driver's license and/or other identifying documents.

24. USE OF CREDIT REPORT: By applying for membership, you authorize the Credit Union to make any inquiries it deems appropriate, including the ordering of a credit report, on any or all applicants.

25. COLLECTION COSTS: The Credit Union may collect any amounts you owe to us under this Agreement and Disclosure and you agree to pay to the Credit Union all reasonable expenses we incur including court costs and attorneys' fees, for enforcing our rights under this Agreement and Disclosure.

26. ELECTRONIC STATEMENTS: If you request to receive and we approve your receipt of electronic statements, you agree to receive your UCU monthly member account statements electronically, and you will not receive a paper statement. Member account statements include activity and balance information on savings, checking and other share accounts as well as loans and lines of credit (excluding MasterCard accounts). Your member account statements will be made available to you through our Home Branch. You agree that in addition to your regular monthly member account statement we may also send you important notices and disclosures as required by law or regulation regarding your UCU membership and accounts.

You may request a paper copy of your member account statement from us and we will provide it to you upon payment of the fee disclosed in the Fee Schedule. You have the right to withdraw your consent to receive your statements in electronic form by contacting us and complying with the requirements set forth in the disclosures for receiving electronic statements. We will provide you with a complete disclosure of all terms for receiving electronic statements when you sign-up for that service.

27. NAME CHANGE: If you or any joint owner, beneficiary or other person with ownership or survivorship interests in any Account change the name on our records, the new name will appear wherever that name appears on our records. This means that we will change the name in our records wherever the name appears, including as a joint owner, beneficiary, custodian or otherwise.

28. INACTIVE ACCOUNT WITH LOW BALANCE: If you have an Account(s) that you have not made a withdrawal from, deposit to or a transfer to or from for more than six (6) months and you have combined balances (between your savings, loans, IRAs and CDs) of less than \$200, the Credit Union may classify your Account(s) as an inactive account(s). Monthly service charges for inactive Account(s) may be assessed to your Account(s) as disclosed in the Schedule of Fees and Charges. If an Inactive fee takes the account or suffix to a zero balance, the account will be closed immediately.

TRUTH IN SAVINGS (TIS) DISCLOSURE

TERMS AND CONDITIONS APPLICABLE TO ALL UCU SHARE (SAVINGS), CHECKING AND MARKET RATE ACCOUNTS

1. RATE INFORMATION: Our dividends rates are variable. The dividend rate for each Account and its corresponding Annual Percentage Yield (APY) is disclosed on the deposit rates sheet. See the Share (Savings), Checking and Market Rate additional terms and conditions sections of this Booklet for more important rate information.

2. NATURE OF DIVIDENDS: Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

3. COMPOUNDING AND CREDITING: Dividends will be credited and compounded monthly. If your Account is closed before dividends are credited, you will not receive accrued dividends. The dividend period is monthly. That means dividends are calculated for each calendar month and posted into the Account on the last day of the same calendar month.

4. MINIMUM BALANCE REQUIREMENTS: See the Share (Savings), Checking and Market Rate additional terms and conditions sections for our minimum balance requirements important information.

5. BALANCE COMPUTATION METHOD: Dividends on all Accounts are calculated using the daily balance method which applies a daily periodic rate to the balance in the Account at the end of each day.

6. ACCRUAL OF DIVIDENDS: Dividends begin to accrue on the business day you deposit cash and noncash items (e.g., checks) to your Account(s).

7. FEES AND CHARGES: See the Fee Schedule for a listing of fees and charges that may be assessed against your Account(s).

8. TRANSACTION LIMITATIONS: See the "Regulation D" section in this Booklet for limitations relating to Share (Savings) and Market Rate Accounts. There are no Regulation D limitations on a Checking Account. We reserve the right to require a member intending to make a withdrawal from a Share (Savings) or Market Rate Account to give us written notice of such intent up to sixty (60) days before such withdrawal.

9. ACCOUNT INSURANCE: All Accounts at UCU are federally insured to at least \$250,000 by the National Credit Union Administration, a United States Government agency, and backed by the full faith and credit of the U. S. Government. IRA deposits are insured separately from other deposits to \$250,000. For additional information on share insurance, please refer to the National Credit Union Administration's "Your Insured Funds" brochure or visit the NCUA's website at www.ncua.gov.

ADDITIONAL TIS TERMS AND CONDITIONS OF SHARE (SAVINGS) ACCOUNTS

1. PAR VALUE: The five dollar (\$5.00 par value of shares is the minimum amount which must remain in your Share (Savings) Account at all times to maintain membership. No withdrawal or transfer is permitted which will reduce your Share (Savings) Account balance below \$5.00. If your Share (Savings) Account balance falls below \$5.00 and you fail to increase it back to at least that amount, the Credit Union may close your Account and terminate your membership.

2. TIERED RATE INFORMATION: The tiers and minimum balance to earn dividends are as follows: \$25.00 to \$2,499.99; \$2,500.00 to \$9,999.99; \$10,000.00 to \$24,999.99; and \$25,000.00 and above. If your daily balance is more than the minimum required (on a tier), but less than the maximum (on the same tier), the dividend rate paid on the entire balance in your Account will be the rate offered for that tier (e.g., a \$3,500.00 daily balance would earn the dividend rate and APY offered for the \$2,500.00 to \$9,999.99 tier on the entire \$3,500.00 balance). You must maintain an end-of-day balance of at least the lowest amount on a tier in order to obtain the disclosed APY for that tier for any day during the dividend period. The dividend rate and APY may change every month as determined by the UCU Board of Directors. For current rates and APY, see the rates sheet, or call (310) 477-6628, or visit our website at www.ucu.org.

3. MINIMUM BALANCE REQUIREMENTS: A minimum balance of \$5.00 is required to open a Share (Savings) Account. You must maintain a minimum daily balance of \$25.00 to earn dividends. To obtain the disclosed APY for any tier, your Share (Savings) Account daily balance must not be less than the lowest balance allowed on that tier.

ADDITIONAL TIS TERMS AND CONDITIONS OF MARKET RATE ACCOUNTS

1. RATE INFORMATION: See the rates sheet for current rates and APY on this type of Account or call (310) 477-6628. The dividend rate and APY may change every month as determined by UCU management.

2. MINIMUM BALANCE REQUIREMENTS: A minimum balance of \$2,500.00 is required to open a Market Rate Account. You must maintain a minimum balance of \$2,500.00 at all times during the dividend period to earn dividends and obtain the disclosed APY. If the balance falls below \$2,500.00 in the Market Rate Account during the dividend period, no dividends will be earned for the days that the balance is below \$2,500.00. Should the balance in the Market Rate Account fall below \$5.00 at any time, all funds then in the Account will be transferred to the Share (Savings) Account in the name of the Account holder(s) and the Market Rate Account will be closed. The Market Rate Account is not a tiered account for the purpose of earning dividends.

ADDITIONAL TIS TERMS AND CONDITIONS OF CHECKING ACCOUNTS

1. ADDITIONAL REQUIREMENTS TO ESTABLISH AN ACCOUNT: You must be at least 18 years old with an established Share (Savings) Account to establish a Checking Account. Prior abuse of similar accounts at UCU or other financial institutions may eliminate your eligibility for this type of account. There may be exceptions to the over 18 rule. Ask your Member Service Representative.

2. RATE INFORMATION:

a. NON-INTEREST CHECKING ACCOUNT: No dividends are available on this Account.

b. INTEREST CHECKING ACCOUNT: The tiers and minimum balance to earn dividends are as follows: \$1,000.00 to \$1,499.99; \$1,500.00 to \$2,499.99; and \$2,500.00 and above. If your daily balance is more than the minimum required (on a tier), but less than the maximum (on the same tier), the dividend rate paid on the entire balance in your Account will be the rate offered for that tier (e.g., a \$1,600.00 daily balance would earn the dividend rate offered for the \$1,500.00 to \$2,499.99 tier for the entire \$1,600.00 balance). You must maintain an end-of-day balance of at least the lowest amount on each tier in order to obtain the disclosed APY for that tier for any day during the dividend period. The dividend rate and APY may change every month as determined by the UCU Board of Directors. For current rates and APY, see the rates sheet, or call (310) 477-6628, or visit our website at www.ucu.org.

3. MINIMUM BALANCE REQUIREMENTS:

a. NON-INTEREST CHECKING ACCOUNT: An opening deposit of \$50.00 is required for a non-interest Checking Account.

b. INTEREST CHECKING ACCOUNT: An opening deposit of \$50.00 is required for an Interest Checking Account, however, you must maintain a minimum end-of-day balance of \$1,000.00 to earn dividends on this type of Account. To obtain the disclosed APY for any tier, your Checking Account end-of-day balance must not be less than the lowest balance allowed on that tier for any day during the dividend period.

4. FEES AND CHARGES:

a. NON-INTEREST CHECKING ACCOUNT: See the current Fee Schedule for a listing of fees and charges that may be assessed against your Account.

b. INTEREST CHECKING ACCOUNT: See the current Fee Schedule for a listing of fees and charges that may be assessed against your Account. The monthly fee for this Account will be waived if the average daily balance for the month is at least \$3,000.

OTHER TERMS APPLICABLE TO CHECKING ACCOUNTS

1. NATURE OF THE ACCOUNT: A Checking Account is a special Account, distinct from all other share accounts, and has a specific suffix number assigned to it. The opening of a Checking Account is subject to credit verification. All deposits to and withdrawals from your Checking Account will occur on this suffix. You are expected to use the Account in a responsible manner. Responsible use of the Account includes maintaining a balance sufficient to pay all checks written against the Account.

As a convenience to you, we will submit your initial order and reorders for personalized checks to our authorized printer. The printer will mail the checks either directly to you or to you in care of us, depending on your instruction. You authorize the check printing company or us to charge your Checking Account for the cost of a check order. Delivery of the checks takes approximately two (2) weeks. One set of starter checks is available upon request only, with a minimum available balance specified by UCU.

2. STATEMENTS: As long as you have monthly activity on a Checking Account you will be provided a statement for that month. The statement will record checks paid (including both the check number and the amount for which it was paid), deposits, charges, and other transactions involving the Checking Account (e.g. ATM/Point of Sale (POS)). Each statement should be used for reconciliation purposes and should be RETAINED BY YOU AS YOUR PERMANENT RECORD.

3. DEPOSITS: Deposits to your Checking Account can be made in the same way you make deposits to your Share (Savings) Account (including over-the-counter, by mail (checks only), night drop (checks only), at authorized ATMs (checks only), and payroll deduction). Direct Deposit of ANY payroll/Social Security funds, that can be processed through ACH (Automated Clearing House), can be accepted into your Checking Account. Please request ACH information / format procedures from a Member Service Representative in person or by calling (310) 477-6628, Extension 1.

4. PAYMENT OF FUNDS: The Credit Union is authorized to pay checks signed by any Checking Account owner and to charge payments against the Checking Account.

5. ACCOUNT TRANSFER SERVICE [Share (Savings) or Market Rate to Checking]: Automatic transfers between Accounts may be made during any given month (this service is available on primary Account only), up to six (6) per month subject to Regulation D requirements. Please see the Regulation D section in this Agreement and Disclosure for important information about the limitations on these transfers.

6. TREATMENT OF OVERDRAFTS: The Credit Union is under no obligation to pay a check, demand or other item which exceeds the available balance in your Checking Account. In the event a check, demand or other item is presented or a request is received by any device which would overdraw your Checking Account if paid. The Credit Union may apply funds from an approved Overdraft Protection Loan Account for the Checking Account, to the available credit limit, or may, in its sole discretion, transfer sufficient funds from the Share (Savings)/Checking Account(s) of any person who signs the account card for the Checking Account to pay the check, demand or item and any costs associated therewith. Further, if requested and agreed by the Credit Union, the Credit Union may first transfer funds from the Share (Savings)/Checking Account(s) of any person who signs the Account Card for the Checking Account prior to transferring funds from an Overdraft Protection Loan account. YOU MUST NOT ASSUME THAT A CHECK, DEMAND OR ITEM WILL NOT BE PAID DUE TO A POSSIBLE OVERDRAFT

CONDITION IN LIEU OF REQUESTING A STOP PAYMENT ORDER.

7. OVERDRAWING ACCOUNTS: As a courtesy to you, we may (but we are not obligated to) overdraw your Checking Account to pay any check(s) demand or other item at our discretion. If we do so, you are obligated to reimburse the Credit Union immediately on notification from us given in any manner. If you don't want us to overdraw the Checking Account to pay a check, demand or other item, you must notify us in advance. However, we will automatically overdraw the Checking Account to cover any electronic funds transfer transaction for which you have already received benefit, such as an ATM and/or a VISA Check Card transaction. The categories of transactions for which an overdraft fee is imposed are those created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means.

8. POSTDATED OR CONDITIONALLY ENDORSED OR STALE ITEMS: The Credit Union shall not be liable for honoring or failing to honor a postdated or conditionally endorsed check. The Credit Union may pay, but is under no obligation to pay, a check that is more than six (6) months old. The Credit Union will normally process every item as if dated the same date received by the Credit Union or its processing institution without regard to conditional endorsements.

9. TRUNCATION OF CHECKS / EXAMINATION OF CHECKS: You acknowledge that checks are truncated and waive any right to receive the item without prejudice to any of the Credit Union's defenses available under the California UCC. All negotiated checks for the Checking Account are the property of the Credit Union. Your checks have a carbonless copy which registers all the information written on the check itself. These copies SHOULD BE RETAINED BY YOU for purposes of reconciling your Account and payment records. This is an important feature because PAID CHECKS WILL NOT BE RETURNED TO YOU. A copy of a paid check or a substitute check as described below, if needed, may be obtained upon your request within a reasonable time and upon your payment of a fee which is disclosed in the Fee Schedule.

10. STOP PAYMENT REQUESTS: You may request a stop payment order on a check or item. Stop payment requests may be made by phone to UCU at (310) 477-6628. To be effective, an oral stop payment request must be followed up in writing on UCU specified forms and within the required time frame. The Credit Union as a condition of honoring a stop payment order may require a hold harmless and indemnification agreement from the Account owner(s) requesting the stop payment order and the Credit Union may require reasonable security to protect the Credit Union from any loss or damages it may incur, including court costs and reasonable attorneys' fees, resulting from a stop payment order. The Credit Union shall not be liable sooner than the second business day after the stop payment order is received for its effectiveness. Stop payment requests must include all the required information and they expire after one year. If an investigation is required, you agree to cooperate fully including but not limited to completing forms in the UCU office and assisting with police, FBI, NCUA, UCU and any other investigators. A fee will be charged for this service (See Fee Schedule).

11. REVIEW OF STATEMENTS / NOTIFICATION OF ERRORS: You agree to exercise reasonable care by examining your statements within thirty (30) days from the statement period ending date included on the statement. You must promptly notify us of any error or unauthorized payment including, but not limited to, an altered item or an unauthorized signature. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if you: 1) suffer a loss on the item because of your failure; or 2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us. Notification must be given within thirty (30) days from the statement period ending date printed on the statement. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss of the items will be allocated between you and UCU to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item in writing within ninety (90) days following the date that the statement is mailed to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.

12. ACCOUNT CLOSURE: We may close your Checking Account without notice if more than three (3) checks are returned unpaid because of insufficient funds in the Account within any ninety (90) day period, or if the Account or other share or loan Account of any of the Account owners is not maintained in a manner that is satisfactory to the Credit Union, or your Checking Account balance remains zero for sixty (60) consecutive days. If an inactive fee takes the account or suffix to a zero balance, the account will be closed immediately.

13. PAYMENTS OF FEES, CHARGES, OVERDRAFTS: All fees, charges and overdrafts will be charged to the Checking Account and to the extent there are insufficient funds in the Checking Account to pay said items, the amount will be charged to the Share Account(s) and/or Loan Account(s), if any party to the agreement and you shall pay the Credit Union promptly, the amount of any overdrafts on the Account as well as all costs of collection, including court costs and reasonable attorneys' fees.

14. LIABILITY: The Credit Union is not responsible for items lost while not in its possession. Except for negligence, the Credit Union is not liable for any payment or nonpayment of a check. Liability, if any, shall be limited to actual damages or the amount of the check, whichever is the least amount.

SUBSTITUTE CHECK POLICY DISCLOSURE

(IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT)

Substitute Checks and Your Rights

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

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

WHAT ARE YOUR RIGHTS REGARDING SUBSTITUTE CHECKS? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees). If you are entitled to a refund of fees, we will only refund fees we charged.

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 receive 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 contact us at (310) 477-6628, Extension 1. You must contact us within 40 days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

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

REGULATION D

The Regulation D definition of savings Accounts includes UCU Share (Savings) and Market Rate Accounts and requires that these Accounts be limited to six-per-month withdrawals and/or transfers for the purposes of accurately maintaining reserves. The six-per-month limit applies to transfers between the Accounts of the same member only when the transfers are effected by preauthorized or automatic transfers, telephonic/modem transfer arrangements, and transfers by check, debit card, or similar order payable to third parties. UCU Account transactions affected by this limitation include Fone-Teller, Home Branch, Overdraft Protection Transfers, bill payment arrangements, electronic debits, and any other qualifying transaction. This limit does not include transfers or withdrawals that are made by mail, messenger, automated teller machine, or in person or when such withdrawals are made by telephone (via check mailed to the member) regardless of the number of such transfers or withdrawals. Activity in excess of these restrictions may be grounds for closing the Account or converting it to a non-interest bearing checking account. On interest bearing accounts we may, at any time, require seven days prior written notice of your intent to withdraw funds from your Account.

FUNDS AVAILABILITY POLICY

GENERAL POLICY: Our policy is to make funds from your cash and check deposits to your Account available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the settlement date of the deposit. Once funds from your deposits are available, you can withdraw them up to the

established daily limits and we will use the funds to pay items that are drawn against your account.

The first \$500 of your deposit may be available on the same business day that you make your deposit. Accounts open longer than 30 days, but less than 120 days, may have the first \$200 of the deposit available on the same business day that the deposit is made.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Credit Union and Federal holidays. Saturday transactions are considered part of the next business day. If you make a deposit to an employee at a credit union branch during regular branch hours on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after branch hours or on a non-business day, we may consider that the deposit was made on the next business day we are open.

If you make a deposit at a credit union branch drop box or night depository before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at a credit union branch drop box or night depository after 4:00 p.m. on a non-business day, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY: In some cases, we will not make all of the funds that you deposit by check available to you on the 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.

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

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

We may delay your ability to withdraw funds deposited by check into your Account an additional number of days under the following circumstances. Federal law provides for exceptions to the funds availability schedule which includes:

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

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

SPECIAL RULES FOR NEW ACCOUNTS: If you are a new member or opening a new Account, the following special rules will apply during the first 30 days your Account is open. Funds from electronic direct deposits into your Account will be available on the settlement date of the deposit. Funds from deposits of cash and wire transfers will be available on the day of deposit. The first \$5,000 of a day's verified total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If you do not make the deposit (other than a U.S. Treasury check) in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

HOLDS ON OTHER FUNDS: 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 your Account or in another Account with us. Those corresponding funds will be available for withdrawal at the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

DEPOSITS AT AUTOMATED TELLER MACHINES: Funds from deposits made at UCU- owned ATMs are subject to verification, may not be available for immediate withdrawal, and will generally be available for withdrawal the second business day following the date of deposit. Funds from deposits made at other (non-UCU-owned) ATMs are also subject to verification, may not be available for immediate withdrawal, and will generally be available for withdrawal by the fifth business day following the banking day of deposit. Longer delays may apply in accordance with this Policy.

CALIFORNIA UNCLAIMED PROPERTY LAW – ESCHEAT

THE STATE OF CALIFORNIA REQUIRES US TO NOTIFY YOU THAT YOUR UNCLAIMED PROPERTY MAY BE TRANSFERRED TO THE STATE IF YOU DO NOT CONTACT US.

California law states that inactive Account balances must be turned over ("escheat")

to the state after a period of three (3) years if you have not:

- a) Increased or decreased the amount of any of your Account(s) with us or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your Accounts with us (if the Account statements are sent to the same address); or
- b) Corresponded in writing or electronically with us concerning any of your Account(s) with us; or
- c) Otherwise indicated an interest in any of your Account(s) with us as evidenced by a memorandum on file with us.

We may charge a fee for mailing an escheat notice and/or a service charge for money orders escheated to the state.

To recover funds turned over to the state, you must file a claim with the state.

WIRE TRANSFERS

The following terms and conditions apply to wire transfers and to certain Automated Clearing House (ACH) transactions. Please call UCU before initiating any wire transfer at (310) 477-6628:

1. Fund transfers received by the Credit Union after 1:30 PM our local time may be posted on the following business day.
2. Any funds sent or received via a wire transfer may be sent/received by the Fedwire. Federal Regulation J will apply to all such transactions.
3. All outgoing wire transfer requests must be on a UCU specified form, which must be presented in person to a UCU Member Service Representative or by such other means as we may provide to you.
4. The beneficiary of a wire transfer (the party to whom you are sending funds) must be identified by name, address and account number. If you provide any erroneous information, funds may be transferred to the account of the party holding that account number even if the name is different, and you will be solely liable for the erroneous transfer and you will be solely responsible for the recovery of such funds sent to the wrong party.
5. The financial institution to whom a transfer is being sent is identified by name and a Routing/Transit (R/T) or other identifying number. If you provide any erroneous information, funds may be sent to the wrong institution, and you will be solely liable for the erroneous transfer and you will be solely responsible for the recovery of such funds.
6. Notice of sending or the receipt of Fund Transfers will be contained in your periodic statement.
7. ACH payments received by the Credit Union are credited to your Account provisionally, subject to actual collection of the funds. You will receive notice of the ACH transfer in your periodic statement.
8. The Credit Union charges fees for wire transfers consistent with its current Fee Schedule.

TAXPAYER IDENTIFICATION NUMBER

1. FEDERAL REQUIREMENTS: Federal Law requires that you provide the Credit Union with your Taxpayer Identification Number (T.I.N.). Your T.I.N. will usually be your social security number. This number will be used when reporting interest earned to the IRS. You understand that failure to provide this number will subject your Account to a backup withholding tax. Falsification of this number is a violation of federal law.

2. BACKUP WITHHOLDING: The Interest and Dividend Tax Compliance Act of 1983 requires payers to withhold and send to the IRS payments of interest, dividends and certain other payments under certain conditions. This is called backup withholding. If you have provided the Credit Union with your proper T.I.N. you will not be subject to backup withholding unless:

- a) The IRS notifies the Credit Union that your T.I.N. is incorrect, or that you and/or your Account are subject to backup withholding, or
- b) You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest or dividends on your tax return, or
- c) You failed to certify to the Credit Union on your Membership Services Application that you are not subject to backup withholding, or
- d) You failed to certify your T.I.N. on your Membership Services Application or W-9 Card.

3. CERTIFICATION OF ACCOUNT OWNER(S): By signing the Membership and Account Ownership Application or W-9 Card, you are certifying, under penalty of perjury, that the T.I.N. indicated on that card is correct (or that you have applied for a T.I.N.) and that you are not subject to backup withholding as a result of a failure to report all interest and dividends or the IRS has notified you that you are no longer subject to backup withholding.

4. HOW TO OBTAIN A T.I.N.: If you do not currently have a T.I.N., you should apply for one immediately by completing form SS-5, application for a Social Security Number Card (individuals) or form SS-4, application for Employer Identification Number (businesses and other entities). If you do not have a T.I.N. when opening an Account,

you may write "applied for" in the area designated for a T.I.N. You will then have sixty (60) days to provide the Credit Union with a T.I.N. during which period your Account will not be subject to backup withholding. If no T.I.N. is received by the Credit Union during the sixty (60)-day period, backup withholding will be instituted on your Account(s).

5. PENALTIES:

- a) Failure to provide the Credit Union with a proper T.I.N. may subject you to an IRS penalty of \$50.00, unless the failure is due to reasonable cause and not willful neglect.
- b) Failure to include any portion of an includable payment of interest or dividends which was reported to you by the Credit Union in gross income will subject you to a penalty of 5% on any portion of an underpayment.
- c) If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to an IRS penalty of \$500.00.
- d) Willfully falsifying certifications or affirmations may subject you to criminal penalties, including fines and/or imprisonment.

6. OTHER INFORMATION:

- a) You must provide the Credit Union with your correct and legal name. If your name has changed, for example, because of marriage, you are required to contact the Social Security Administration to report your new name.
- b) On joint Accounts, the T.I.N. of the primary owner must be reported to the Credit Union, and it is in that number that interest will be reported to the IRS.

MEMBER PRIVACY POLICY

The Credit Union and our affiliate, UCU Financial Center Inc. understand the importance of protecting the privacy of our members. Federal and state law requires us to tell you how we collect, share and protect your personal information. That information is disclosed in our Privacy Notice and our Important Privacy Choices for Consumers. You will receive a copy at account opening and annually thereafter. You can also request a copy by calling (310) 477-6628, Extension 1 or obtain a copy on our website at www.ucu.org.

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

The word "Card" refers to all ATM or Visa Check Cards issued on an Account.

1. APPLICATION OF THIS AGREEMENT: This Agreement and Disclosure governs all Electronic Fund Transfers (EFTs) available through the Credit Union, including transactions made through an Automated Clearing House (ACH), transactions made with our Card at UCU owned Automated Teller Machines (ATMs) or Instant Teller (IT), Cirrus, Star and any other authorized network ATMs; Point of Sale (POS) Terminals through the Interlink network [for Checking Accounts only]; transactions made via the use of your Visa Check Card at an ATM or authorized merchant locations [for Checking Accounts only]; transactions made via the use of any of your Personal Identification Numbers (PINs) or via use of the Credit Union's Fone-Teller and Home Branch automated telephone/internet service; or preauthorized debits/payments from your Accounts to outside parties (such as insurance companies). An EFT is defined as any transfer of funds other than by check or other paper instrument which is initiated through the use of an electronic device, such as a telephone/modem or an ATM. The EFT services which are currently available through the Credit Union are:

- a) Deposits to Share (Savings) Accounts and to Checking Accounts. ATM deposits can be made at UCU ATMs or CO-OP ATM network locations and other network providers.
- b) Withdrawals from your Share (Savings) Accounts and Checking Accounts.
- c) Inquiries into your Share (Savings), Checking or Loan Account balance(s).
- d) Transfers between any Share (Savings) Accounts and Checking Accounts owned by the same person.
- e) Payments on Credit Union loans (but only transfers via Fone-Teller and Home Branch).
- f) Advances made against a Line of Credit you may have at the Credit Union via Fone-Teller and Home Branch.
- g) Determining if a check has cleared your Checking Account via Fone-Teller and Home Branch. Certain time limits may apply.
- h) Automated Clearing House (ACH) transactions, such as direct deposit of your pension or social security checks, payroll checks or returned check charges.
- i) Preauthorized debits/payments from your Checking Account.
- j) Purchase American Express Travelers Cheques from American Express Travelers Cheque dispenser located in the United States and Internationally.
- k) Debit Card or electronic check conversion transactions [from Checking Accounts only] at merchants, Point of Sale (POS) and ATM locations.
- l) Originating ACH deposits into UCU Accounts: Deposits may be posted to all non-Certificate types of Share Accounts.
- m) ACH transfers you originate or authorize.

- n) Receive your UCU account statements online.
- o) Generate bill payments electronically through our "Web Bill Pay Service" feature. (You must separately apply for the Web Bill Pay Service. You will be provided a complete disclosure of the terms of our Web Bill Pay Service when you sign-up for that service.) However, if you fail to make any transactions for a consecutive 90-day period, your Web Bill Pay Service may be cancelled.
- p) Electronic Check Conversion.
- q) Any other services which we may offer in the future. Some of these services may not be available at all terminals.

2. TRANSACTION LIMITATIONS: You may make no more than six (6) automatic transfers or electronic withdrawals (not including ATMs) from your Share(Savings) and/or Market Rate Account(s) in any calendar month.

You may withdraw up to \$1,000 per day from participating network ATM machines using your ATM Card (subject to available balances). You may withdraw up to \$1,000 per day using your Visa Check Card from participating network ATM machines, POS terminals or Debit Card locations (subject to available balances). You must open and maintain a checking account and qualify to obtain a VISA Check Card. Travelers Cheques and cash in the amounts of \$100 or more may be withdrawn from an American Express (AMEX) Travelers Cheques dispenser, subject to the above cash withdrawal limits. All ATM Card and Visa Check Card transactions are subject to any additional limitations (including restrictions such as maximum withdrawal limitations, available cash and cash advances in excess of the amount of a purchase) placed on each individual ATM, POS terminals or Debit Card locations by its owner.

3. FEES AND CHARGES: There is a charge if you lose or forget your Personal Identification Number (PIN) and need a replacement PIN from the Credit Union. See Fee Schedule for complete details of all fees and charges for EFTs.

4. NOTICE REGARDING ATM FEES CHARGED BY OTHERS: If you use an automated teller machine that is not owned by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

5. RETENTION OF CARDS: If you enter an incorrect PIN at an ATM three (3) times, your Card may be retained by the ATM

6. RECEIPT OF CARDS: You will receive your Card and your PIN separately. One PIN will be issued per Card for VISA Check and one PIN per Account for ATM Cards. Any party who obtains your PIN and/or your Card can withdraw funds from any of your Accounts. You agree not to disclose or otherwise make your PIN or Card available to anyone without obtaining UCU's prior written permission. Memorize your PIN. DO NOT write your PIN on your Card or leave it in your wallet or purse. Do not tell anyone else your PIN.

7. VERIFICATION: All deposits made at authorized ATMs will be credited to your Account provisionally, subject to verification by the Credit Union and collection of the funds. Funds deposited by check are subject to hold periods in accordance with the Credit Union's Delayed Availability of Funds Policy. This may affect your ability to withdraw funds.

8. TERMINAL RECEIPT: You can get a receipt at the time you make any transaction over \$15 using an ATM, POS terminal or VISA Debit Card.

9. OWNERSHIP OF AND RESTRICTION ON CARDS: All Cards remain the property of University Credit Union and you agree to surrender them to us upon demand. We may cancel, modify, or restrict the use of any Card upon proper notice or without notice if any of your Accounts are overdrawn, if any of your loan accounts are delinquent, if an advance drawn on your loan exceeds your credit limit, if you use your Card in a manner which may cause us a loss to us, or if we are aware that you have violated any term of this Agreement and Disclosure, whether or not we suffer a loss, or where necessary to maintain or restore the security of your Account(s) or the ATM System.

10. INFORMATION DISCLOSURE TO THIRD PARTIES: We may disclose information to third parties about your Account(s) or any transactions you engage in:

- a) Where it is necessary for completing transactions; or
- b) In order to verify the existence and condition of your Account(s) for a third party such as a merchant or credit bureau; or
- c) In order to comply with a government agency or court orders, subpoenas or other legal documents; or
- d) If you give us your written permission.

11. PERIODIC STATEMENTS: You will receive a statement, monthly, for each Account which is accessed by an Electronic Fund Transfer. You may request that your statement be provided electronically.

12. MEMBER'S LIABILITY FOR UNAUTHORIZED TRANSFERS: Tell us AT ONCE if you believe any of your Card(s) or PIN(s) have 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 to keep your possible losses down. You could lose all the money in your Account(s), plus any line of credit limit available to you. If you tell us within 2 business days you can lose no more than \$50 per card type if someone used your Card(s) or PIN(s) without permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card(s) or PIN(s) and we can prove that we could have stopped someone from using

your Card(s) or PIN(s) without your permission if you had told us, you could lose as much as \$500.00 per card type.

Also, if your statement shows transfers that you did not make including those made by card, code or other means, tell us. If you do not tell us within 60 days after the periodic statement was transmitted 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 your 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 may extend the time periods. If you authorize someone else to use your Card(s) or PIN(s), you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction exceeds what you authorized, or the Card(s) or PIN(s) are used for a type of transaction other than what you have authorized.

EXCEPTION FOR CERTAIN VISA CHECK CARD TRANSACTIONS: Notwithstanding the above, you will have no liability for unauthorized VISA Check Card transactions that are processed through VISA. If a VISA Check Card transaction made at an ATM is not processed through VISA (such as a cash withdrawal from your Checking Account), this exception will not apply.

If you believe that your Card(s) or PIN(s) have been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call (310) 477-6628 or write us at University Credit Union, 1500 So. Sepulveda Blvd., Los Angeles, CA 90025-3312 (Attn.: Electronic Service). For lost/stolen VISA Check Cards, after regular UCU phone hours, call (800) 472-3272. For calls after hours made outside the United States, call collect to (973) 682-2652. You should also call the number or write the address listed above if you believe a transfer has been made using information from your check without your permission.

13. CREDIT UNION LIABILITY FOR FAILURE TO MAKE EFT TRANSFERS: If we do not properly complete an EFT transfer on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. There are some exceptions. We will not be liable if:

- a) Through no fault of ours, your Account(s) does not contain enough cash or sufficient collected funds to make the transfer.
- b) The ATM where you are making the transfer does not have enough cash.
- c) The ATM or system was not working properly (and you knew about the breakdown when you started the transfer).
- d) The money in your Account(s) is subject to legal process or other claim.
- e) Circumstances beyond our control, such as fire, flood, electrical failure or malfunction of central data processing facilities prevent the completion of the transfer despite reasonable precautions we have taken.
- f) The transfer exceeds your Overdraft Line of Credit limit.
- g) Your Card(s) or PIN(s) has been reported lost or stolen and we blocked the Account(s).
- h) Your Card(s) expired, are damaged, are inactive due to nonuse or because your PIN(s) has been repeatedly entered incorrectly.
- i) Your Card(s) are retrieved or retained by an ATM.
- j) You fail to follow the proper procedures for completing a transaction.
- k) For security reasons we block your access or shut down the entire system because we have reason to believe there is suspicious activity on your Account(s) or other member accounts.
- l) Other exceptions as established by the Credit Union from time to time.

14. ADDITIONAL PROVISIONS:

- a) You agree to follow all posted instructions at authorized POS and ATM locations when using your Card.
- b) If you have arranged to have direct deposits made to your Account(s) at least once every sixty (60) days from the same person or company, you may call (310) 477-6628 to find out whether the deposit has been made.
- c) All withdrawals made via Fone-Teller and Home Branch will be via check. All checks will be mailed to the address of record on your Account.
- d) Credit Union business days are from 7:00 A.M. to 5:00 P.M. Monday through Friday, excluding Credit Union or Federal holidays.
- e) The terms of any Loan Agreement with the Credit Union shall apply to all EFTs which result in an extension of credit.
- f) When you use an ATM not owned by us, you may be charged a fee by any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

15. PREAUTHORIZED TRANSFERS/STOP PAYMENTS: If you have preauthorized a company to take regular payments out of your Account(s) and you wish to stop these transfers, it is best to cancel that authorization with whomever you set it up initially. You can also stop these authorizations at the Credit Union. Here's how:

Call (310) 477-6628, (if you call, we will require you to put your request in writing on a specified UCU form) or write to us on a specified UCU form at Attn.: Electronic Service, 1500 S. Sepulveda Blvd., Los Angeles, CA 90025-3312, in time for us to receive your written request three (3) business days or more before the payment is scheduled to be made. Please see Fee Schedule for Stop Payment Fees.

Stop payment requests must include at least the following on a specified UCU form:

- Your phone number for questions or verification.
- Your name and Account number(s) affected.
- Scheduled date of payment.
- Amount of payment.
- Payee's name and description of payment.
- Reason for stop payment. (Also, indicate if purpose is to permanently revoke authorization.)
- Signed agreement releasing the Credit Union from liability in complying with request.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, by providing the above information accurately, and we do not do so, we may be liable for your losses incurred as a result.

If these regular payments may vary in amount, the person you are going to pay must tell us, ten (10) days before each payment, when it will be made and how much it will be. You should request a notice from the person/company making the debit.

16. 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: (1) pay for purchases or (2) pay bills.

17. TERMINATION – CHANGE OF TERMS AND CONDITIONS: The Credit Union can cancel its EFT services or close your Account(s) without cause and you may terminate this Agreement at any time by closing your UCU Account(s) and/or by giving prior notice and returning all Cards to UCU. You will remain liable to the Credit Union for all obligations incurred prior to termination. We can change the terms and conditions of this Agreement at any time, but if any of the changes entail a greater cost, or liability, or limited access to you, we will give at least thirty (30) days written notice, unless such changes are necessary for security reasons.

18. LEGAL USE OF CARD: You agree that all transactions you initiate by the use of the Card will be lawful in the jurisdiction where you live and where the transaction occurs. You agree that you will repay to us according to the terms of this Agreement and Disclosure all transactions you initiate by the use of the Card. You understand and agree that Internet gambling may be illegal in the jurisdiction where you are located or the jurisdiction where the transaction occurs. You are further notified that display of a payment option on an Internet site showing the Visa logo does not mean that the Internet gambling transaction is lawful in the jurisdiction where you are located. If the Card is used for an illegal use this will be deemed an act of default under this Agreement and Disclosure and we may, but are not obligated to, terminate any and all financial services we make available to you as a result of this default. You also agree, should illegal use occur, that you thereby will waive the right to sue based upon such illegal activity, directly or indirectly. You further agree to indemnify and hold the Credit Union harmless from any suits or other legal action or other liability, directly or indirectly resulting from such illegal use.

19. FOREIGN TRANSACTIONS: Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars under the regulations established by VISA International.

The exchange rate between the transaction currency and the billing currency used for processing the international transaction will be (1) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, plus one percent or (2) the government-mandated rate in effect for the applicable central processing date, plus one percent.

20. UNLAWFUL INTERNET GAMBLING NOTICE: In accordance with the Unlawful Internet Gambling Enforcement Act (UIGEA), this notification is to inform you that unlawful Internet gambling transactions are prohibited from being processed through your account or relationship with UCU. Restricted transactions involve the transmission of a bet or wager, involving the Internet, where such wagers are unlawful under any applicable Federal or State Law.

IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC FUND TRANSFER

Telephone us at (310) 477-6628, Extension 1, or write to: University Credit Union, Attn.: Electronic Services, 1500 S. Sepulveda Blvd., Los Angeles, CA 90025-3312, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Account number.
2. Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

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

If you tell us orally, we will require that you send your inquiry or complaint in writing within 10 business days. You agree to cooperate fully in any investigation including but not limited to completing specified forms at the UCU office, assisting with police, FBI, NCUA and UCU investigations and quickly responding to correspondence.

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 provisionally recredit 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.

EXCEPTIONS FOR CERTAIN SERVICES AND/OR NEW ACCOUNTS

In the event your notice of error involves an electronic fund transfer to or from an Account within 30 days after the first deposit was made, we may take up to 20 business days to provisionally recredit your Account. We may take up to 90 calendar days for the completion of our investigation in the case of transactions occurring within 30 days after the first deposit to the Account in question was made, or transactions that are foreign initiated (out of this state) or those resulting from point-of-sale debit card transactions (including all debit card transactions, those for cash only at merchant's POS terminals and those including mail and telephone orders). We will tell you the results within 3 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.

VISA CHECK CARD EXCEPTION: We will provide provisional credit within 5 business days of notification for unauthorized point-of-sale transfers other than cash advance disbursements at an ATM, except that if we determine that the circumstances or your Account history warrant a delay, you will receive credit within 10 business days.

SAFETY TIPS FOR USING THE ATM

Your ATM/Visa Check Card ("Card") is a valuable tool, and should be properly safeguarded. Please follow these few safety precautions to insure that no one may access your Account without your permission.

1. Memorize your Personal Identification Number (PIN). DO NOT write your PIN on your Card or leave it in your wallet or purse. Do not tell anyone else your PIN.
2. Treat your Card as if it were cash. Keep it in a safe place. If it is lost or stolen, or if you believe it has been or may be used without your permission, notify the Credit Union IMMEDIATELY. Failure to do so can be costly to you.
3. When using an ATM, follow these basic rules:
 - a) Make sure you are in a well-lit area if you are using the ATM at night.
 - b) Have your Card and transactions ready before you approach the ATM.
 - c) If someone in the area looks suspicious, leave the area and use another ATM.
 - d) Stand between the ATM and anyone standing in line behind you so that they cannot see your transaction and/or your PIN.
 - e) Put your Card, money and receipts away before leaving the ATM.
 - f) Don't fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area.
 - g) DO NOT give information regarding your Account to ANYONE over the phone. Communicate this information only to your Credit Union IN PERSON.

NOTICE TO VISA CHECK CARD HOLDERS REGARDING NON-VISA NETWORK TRANSACTIONS

When using your Visa® Check Card, you can initiate debit transactions through Non-Visa Debit Networks (ie, STAR, ACCEL/Exchange or CO-OP) without using your PIN to authenticate your transactions.

Examples of actions that may create non-Visa Network transactions:

- Initiating a payment directly with a biller (may be via telephone, Internet or a kiosk) that is processed through a network other than the Visa Network
- Responding to a logo displayed on a payment site and choosing to direct a payment through a non-Visa Network (examples shown above).
- Having your identity verified using known information from an existing relationship, instead of requiring a PIN to authenticate.

A typical Visa Network transaction using your Visa Check Card includes swiping the card through a point-of-sale terminal and signing a receipt, or providing a card number over the phone or via the Internet that would be processed as a credit transaction through the Visa Network.

The provisions of your agreement with us relating only to Visa Network transactions are not applicable to Non-Visa Network debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) offered on VISA Network transactions are not applicable to transactions processed on a PIN-Debit Network (Non-Visa Debit Network).

If you should have questions about your University Credit Union Visa Check Card, please contact us at (310) 477-6628 Extension 1.

INFORMATION AND APPLICATION TO AGREEMENT FOR LOAN SERVICES

The following terms are applicable if you have requested any of the loan services indicated on the Membership Services Application:

You certify under penalty of perjury the accuracy of the information given in the application and you will notify the Credit Union in writing immediately if there is any change in your financial condition.

You authorize the Credit Union to gather and to (re)verify whatever credit and employment information it considers appropriate from time to time, from any source including credit reporting agencies. The Credit Union may use this information to assist in determining your initial credit eligibility and your ongoing eligibility for any approved credit including your checking account overdraft line of credit, if approved. You authorize the Credit Union to give information concerning your credit experience with it to others, including credit reporting agencies. You understand and agree that the Credit Union may retain any loan application, supporting documents and any other credit information it may receive.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

You agree that by using or authorizing another to use any Loan Account the Credit Union approves for you, you will be bound by the terms and conditions of the applicable University Credit Union Disclosure(s) entitled: A) MasterCard Credit Card Agreement and Opening Account Disclosures (which will be given to you if your application is approved and before the first transaction is made), B) Personal Line of Credit and Overdraft Line of Credit Note and Federal Disclosure Statement, or C) Note, Security Agreement and Federal Disclosure Statement.

If you wish to designate an authorized user(s) on your MasterCard Account, you understand that you should contact the Credit Union for additional Card(s).



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