Membership

and

Account Agreement
# Membership & Account Agreement

## Membership and Accounts

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University Credit Union Membership and Account Agreement Disclosure Definitions

This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and accounts(s) offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Membership Application and Account Card (“Account Cards”). The words “we”, “us” and “our” mean University Credit Union (“Credit Union”). The word “account” means any one or more savings, checking, money market, certificate, trust accounts or other account types we may add in the future you have with the Credit Union.

The classification and form of ownership of your accounts are designated on your Account Card. By signing the Account Card that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, Truth-in-Savings Disclosure, and the Privacy Policy found in this Agreement, any account receipt, the Credit Union’s Bylaws and policies, fee schedules, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as it may be amended from time to time.

Membership and Accounts

Important Information about Procedures for Opening New Accounts

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

Membership Eligibility

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union’s field of membership and you must satisfy the membership qualifications as required by the Credit Union’s Bylaws. You authorize us to check financial information data, and employment history about you by any means allowed by law, including obtaining a credit report or credit score from any consumer reporting agency to verify your eligibility for any accounts and services we offer or you request. Members with an unacceptable credit record or history of writing “non-sufficient funds” checks may not be eligible to open or maintain an account.

Individual Accounts

An individual account is an account owned by one depositor including any individual person qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate or payable on death (“POD”) beneficiary, if applicable.

Joint Accounts

An account owned by two or more persons is a joint account and governed by the Multiple Party Account Law.

Rights of Survivorship

If your account is a joint account, the account is owned as a joint account with right of survivorship. Upon the death of one of the joint account owners, that person’s interest will become the property of the surviving joint account owner(s).

Rights of Joint Account Owners

Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

Joint Account Owner Liability

If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each joint account owner is jointly and severally liable to the Credit Union for the amount of the returned item,
overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposit or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account and any other joint account owned by the parties, regardless of who contributed the funds to the joint account. We are not required to track net contributions nor inquire as to the source of any contributions to the joint account.

POD/Trust Beneficiaries
A Pay on Death (POD)/Trust designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to any named and surviving POD/Trust beneficiary designated on your Account Card. Accounts payable to more than one POD/Trust beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD/Trust beneficiary designation shall not apply to IRA accounts which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or vesting of the beneficiary’s interest in any account, except as otherwise provided by law.

Accounts for Minors
For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parent/guardian joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated in writing on the Account Card. The Credit Union may make payments of funds directly to the minor without regard to his or her minority upon consent of the parent/guardian joint owner. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner’s tax identification number must be shown on the Account Card. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing.

Uniform Transfers to Minors Account
An account established as a Uniform Transfers to Minors Account (UTMA) is an individual custodial account established by a member as a custodian on behalf of a minor (a person under eighteen (18) years of age or as otherwise indicated by applicable law). The custodian shall open the minor’s account in the name of the minor, include the minor’s social security number, and must sign his or her own name on the Account Card. The minor must be in the Credit Union field of membership. The custodian shall control and transact on the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. The Credit Union will not be responsible for or inquire about the custodian's transactions on behalf of the minor. If a custodian resigns and appoints a successor custodian, the Credit Union may require the parties to sign an Account Card to reflect the change of authority. In the event of the custodian's death, the Credit Union may place an administrative hold on the account until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal. The Credit Union will distribute all of the funds in this account to the minor when he/she reaches the age of eighteen (18) unless the Account Card authorizes distribution to be delayed up to the time the minor attains the age of 25.

Accounts for Trusts
An account of a trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to the Trust Agreement. Upon the request of the Credit Union, the trustee(s) shall sign a Trust Account Application and Membership Application and Account Card, and trustee(s) shall provide any other evidence of the trustee’s authority the Credit Union requires. The trustee warrants that a valid trust has been created, currently exists, and that the trustor or beneficiaries are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). The trustee agrees to notify the Credit Union in writing if any change of trustee occurs. The Credit Union may withhold payment of funds to any party until a Certification of Trust by Trustee is provided.

Except for irrevocable trusts, the Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the trust is received. Funds may be released to or at the direction of any one trustee acting alone or with a cotrustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which the Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, the settlor(s), any trustee, successor trustee and beneficiaries.
Accounts for Businesses and Organizations
A business account is an account held for business purposes. The Credit Union offers accounts to corporations, partnerships, limited liability companies, associations, and organizations within our field of membership. Business accounts are subject to the same terms as set forth in this Agreement as well as additional terms. It is recommended that business account owners must report any unauthorized transactions within one day of the Settlement Date to the Credit Union. No person other than the account owner(s) or authorized users is authorized to make transactions on the account.

Deposit Requirements
Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth in this Agreement. All accounts are non-assignable and non-negotiable to third parties. Certificate Accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Account Receipt for each account, which is incorporated herein by this reference. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. The Credit Union reserves the right to not accept as deposit any third party checks made out to another third party, not associated with the account.

Mobile Check Deposit
Mobile Check Deposit allows you to make check deposits to your Credit Union accounts through our Mobile Banking Application by capturing an image of both sides of the check and delivering the check images and associated deposit information to the Credit Union. Refer to our Mobile Check Deposit Agreement for additional terms and conditions.

Endorsements
You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1-1/2 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

Collection of Items
The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

Final Payment
All items or Automated Clearing House (“ACH”) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

Direct Deposits
The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. The Credit Union reserves the right to require you to authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your
authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

Crediting of Deposits
Deposits made on Sundays and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union and are subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

Payment Priority
Cash items are always paid first. The Credit Union processes checks and items as follows: (i) checks are paid based on the check number with the lowest check number paid first, (ii) ACH credits are processed first and ACH debits processed second based on amount with the lowest debit amount paid first, and (iii) debit card transactions are paid in the chronological order they are received. The Credit Union has no duty to notify you of a check or item that will overdraw your account. If we pay an item that overdraws your account, you are liable for and agree to pay the overdraft amount and any fees immediately. You will be subject to a charge for the item whether paid or returned as set forth in the Schedule of Fees and Charges. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

Account Access Authorized:
Signature
In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature and we have accepted the request, the Credit Union may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. You warrant that such facsimile signature on any item or authorization is genuine and authorized. You remain solely responsible for the proper use of any facsimile signature device. The Credit Union shall not be liable for paying any item or following an authorization bearing an unauthorized facsimile signature, unless you have provided a proper stop payment order in accordance with this Agreement. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

Access Options
You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, online banking, audio response, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form approved by the Credit Union.

ACH & Wire Transfers
If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH (Automated Clearing House) transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on a periodic statement. Electronic direct deposits made by ACH transfer will be made available for withdrawal by the opening of business on the day the Credit Union received the deposited funds. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. Domestic wire transfers are governed by the California Uniform Commercial Code Section 4A, and (if the transfer clears through the Federal Reserve) by Federal Reserve Regulation J. International wire transfers are governed by the Bureau of Consumer Financial Protection Regulation E. ACH transactions are governed by the rules of the National Automated Clearing House Association. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations.
International ACH Transactions
You understand that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your accounts is identified and designated by University Credit Union’s screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union’s review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations.

Credit Union Examination
The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

Electronic Check Transactions:
Electronic Checks
If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (“EFT”) subject to the terms of the Electronic Funds Transfer Agreement and Disclosure. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

Electronic Re-presented Checks
If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement and Disclosure. If you want to reverse an electronic re-presented check, you must give us a Written Statement of Unauthorized Debit (WSUD) form within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. In your written statement you must declare that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or Written Statement of Unauthorized Debit (WSUD) form from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor’s bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

Account Rates and Fees
The Credit Union’s payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the applicable Truth in Savings Disclosure and each Certificate Account Receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Schedule of Fees and Charges has been provided to you separately. You agree the Credit Union may change the Truth in Savings Disclosure and Schedule of Fees and Charges from time to time and you will be notified of such changes as required by law.

Transaction Limitations
The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or you have an established overdraft coverage plan. Checks or other transfer or payment orders that are drawn against sufficient available funds will be subject to a service charge, set forth in the Schedule of Fees and Charges. If there are insufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are insufficient available funds in its sole discretion.
The Credit Union may refuse to allow a withdrawal in other cases; for example: if there is any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); if a legal garnishment, levy or attachment is served; if the account secures an obligation to the Credit Union; if any required documentation has not been presented; or if you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checking accounts) of up to 60 days, as required by law, before such withdrawal.

Transfer Limitations
For savings accounts, you may make up to six (6) preauthorized, automatic, telephonic, audio response or overdraft transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member’s account upon oral or written orders, including orders received through the automated clearing house (ACH). There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union; (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and may impose a charge.

Overdrafts:
Your Overdraft Liability
If on any day the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. The Credit Union’s determination of insufficient account balance is made at the time the check or item is presented to us, which may be later than the time you conduct the transaction. The Credit Union processes checks and items as follows: (i) checks are paid based on the check number with the lowest check number paid first, (ii) ACH credits are processed first and ACH debits processed second based on amount with the lowest debit amount paid first, and (iii) debit card transactions are paid in the chronological order they are received. The Credit Union has no duty to notify you of a check or item that will overdraw your account. If we pay an item that overdraws your account, you are liable for and agree to pay the overdraft amount and any fees immediately. You will be subject to a charge for the item whether paid or returned as set forth in the Schedule of Fees and Charges. We reserve the right to pursue collection of previously dishonored items any time, including giving a payer bank extra time beyond any midnight deadline limits.

Savings Overdraft Transfers
If you qualify, we may enroll you for overdraft transfers from your savings account. If you have enough funds in your savings account, you authorize us to automatically transfer funds to cover any overdraft on your checking account. You may choose the specific savings account you want overdraft transfers to come from. There is an overdraft transfer fee for each overdraft transfer as set forth on the Schedule of Fees and Charges. You may opt out of the savings overdraft transfer service at any time by notifying us verbally or in writing.

Line of Credit Overdraft Transfers
If you have a line of credit account with us and qualify, we may enroll you for overdraft transfers from your line of credit account. If you have available credit, you authorize us to automatically transfer funds to cover any overdraft on your checking account. There is no cash advance or overdraft transfer fee for this transfer service, but interest will begin to accrue from the date of any advance. You may opt out of the line of credit overdraft transfer service at any time by notifying us verbally or in writing.

1. Discretionary Service. The Credit Union offers the Overdraw Privilege service to eligible consumer checking account owners who qualify. The Overdraw Privilege service may be provided for debit card purchase transactions only if you request Overdraw Privilege services by expressly requesting these transactions (“opt-in”). Under the Overdraw Privilege service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. If you enroll in our e-Notice Service, we will notify you of any insufficient funds transactions. However, we have no obligation to notify you before we pay or return any item.

2. Everyday Debit/ATM Transactions. Examples of everyday purchases include ATM withdrawals and one-time debit card transactions such as those conducted at grocery stores, doctor’s offices, pharmacies, gas stations, restaurants, dry cleaners or
other similar transactions. Recurring payments that you may have set up using your debit card to pay bills such as your mortgage, rent, or utilities are not considered everyday purchases.

3. **Overdraft Transactions Covered.** Subject to the opt-in requirement set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance (“overdrafts”), may be covered under our service: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented to or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.

4. **Overdraft Limit/Available Balance.** We will inform you of the overdraft limit to which you qualify upon request. We may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The Credit Union’s fees and charges and each paid check or items will be included in this limit. This overdraft balance will not be included or reflected in your actual or “available balance” of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements.

5. **Overdraft fees.** There is an Overdraft Privilege fee for each overdraft check or item we pay, as set forth on our Schedule of Fees and Charges. If we do not pay the overdraft, there is a Returned Item fee for each check or item we return. There is no limit on the number of overdrafts paid or overdraft fees incurred on any one day. These fees may be amended at any time as set forth in our Schedule of Fees and Charges.

6. **Member Repayment Responsibility.** You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 15 days of notice from us, we may immediately suspend the overdraft service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.

7. **Member Opt-Out Rights.** We offer the Overdraft Privilege service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraft your account. We encourage you to manage your finances responsibly. If you have opted-in you may opt out of the Overdraft Privilege service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of the service, we will refuse to pay any check or item that is presented against an insufficient balance on your account, and you will be responsible for any Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

8. **Member Opt-in Rights.** Opting in means that you are authorizing the Credit Union to consider honoring your request to use your debit card for purchases or ATM for cash withdrawal in the event that you do not have enough money in your checking account and the transaction would normally have been denied.

9. **Credit Union Contact.** For any questions or to exercise your opt-out right, use the Overdraft Privilege Opt-In/Opt-Out form located at www.ucu.org or call the Credit Union at 424.320.4700 or 800.UCU.4510 or write University Credit Union 1500 S Sepulveda Blvd, Los Angeles, CA 90025

**Post Dated and Stale Dated Items**

You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union’s processing system to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective indefinitely unless it is subsequently cancelled in writing. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check drawn on your account which is presented more than six months after its date, but we may do so at our discretion.

**Stop Payment Orders:**

**Liability**

The Credit Union may charge a fee for each stop payment order requested, as set forth on the Schedule of Fees and Charges. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union’s action in refusing payment of an item, including any claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.
Stop Payment Request
You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, by online request through Online Banking or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received within a reasonable timeframe to stop the item(s) before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH debit and the number of the check or originator of the ACH debit. For ACH debits if you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in any legal action taken against the person resulting from the payment of the check or item by the Credit Union.

Duration of Order for Checking Accounts
You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order will be effective for six (6) months and may be renewed for additional six (6) months periods with written requests to the Credit Union.

Official Check Stop Payment Request
You may not stop payment on any official check or any other check, draft or payment guaranteed by the Credit Union. You may request the submitting an Official Check Stop Payment form by mail, fax, telephone, or in person that the Credit Union issue a replacement check for a lost, stolen or destroyed Credit Union check. You should be aware that a replacement check might not be issued until 90 days from the original check issue date.

Lost Items
The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

Credit Union’s Liability for Errors
If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union’s control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim(s). The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union’s actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representation by you or Credit Union employees and any written form will be resolved by reference to this Agreement and the written form.

Credit Union Lien and Security Interest
To the extent you owe the Credit Union money as a borrower, guarantor, and endorser or otherwise. The Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds as allowable by law. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien rights at any time, the Credit Union does not waive its right to enforce its lien rights at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

Right of Offset
We will not be liable for the dishonor of any item when the dishonor occurs because we offset a debt against an account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of offset.
Legal Process
If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, the Credit Union may charge a legal process fee as set forth on the Schedule of Fees and Charges. Such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union’s prior lien and security interest.

Account Information Sharing with Credit Reporting Agencies
Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (3) such disclosure is in compliance with the law, government agencies or court orders; or (4) you give us written permission.

Notices:
Name or Address Changes
It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of a change in address and any other notice from you to the Credit Union only if provided in writing to the Credit Union. Address changes may also be accepted through the Credit Union’s Online Banking Service. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Schedule of Fees and Charges.

Notice of Amendments
Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced in writing. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union’s right to enforce any right in the future.

Effect of Notice
Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. If you have elected to participate in e-Statements, and e-Notices service, the effective date is that the Credit Union emails you. Notice to any one account owner is considered notice to all owners of the account.

Negative Information Notices
We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

Taxpayer Identification Numbers (TIN) and Backup Withholding
If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account. The Credit Union reserves the right to refuse to open an account without proper identification.

Statements:
Contents
If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you understand we may only be able to provide you a copy of the original check and you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically.
Examination
You are responsible for examining each statement and your check copy and to report any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, unauthorized, or unsigned item drawn on or deposited to your account if you fail to notify the Credit Union within sixty (60) days of the mailing date of the earliest statement or delivery of e-Statements and availability of drafts containing any forgery, alteration, or unauthorized signature on the item.

Notice to Credit Union
You agree that the Credit Union’s retention of checks does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and check copies are made available to you.

Electronic Communications
If your statement is provided electronically, you will be sent an electronic mail notice that will direct you to the website where you may access, review, print and otherwise copy or download your periodic statements using procedures we authorize. Electronic mail from us will be sent to the electronic mail address provided by the account owner.

Electronic Signatures
You understand and agree that your electronic consent is your electronic signature which specifically records your signature and assent to the Membership and Account Agreement and constitutes your agreement to the terms and conditions of the Membership and Account Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

Dormant Accounts and Unclaimed Property:
Dormant Accounts
If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more than twelve (12) months and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify your account as a dormant account and may charge a dormant account service fee as allowed by applicable law and set forth on the Schedule of Fees and Charges. Thereafter, dividends will not be paid on the account if the balance falls below any minimum balance requirement. The Credit Union will notify you on your periodic statement prior to imposing any fee as required by law. The dormant service fee does not apply to Coogan accounts.

Unclaimed Property Law
Conditions of Escheat to California if: (1) Owner’s (member’s) address is in California, or (2) No owner (member) address is shown in Credit Union’s records; Credit Union’s principal place of business is in California, or (3) Owner’s (member’s) address is in another state; Credit Union’s principal place of business is in California, and the state in which member resides does not escheat that item then; Your Credit Union funds and accumulated dividends earned thereon will escheat to the State Controller if any one of the above conditions is met and if are the account owner for more than three years: (1) Have not claimed a cash dividend, paid in or withdrawn funds, or (2) Has not corresponded in writing with the Credit Union indicating an interest in the savings, or (3) Has not otherwise indicated an interest which is evidenced by a memorandum or other record on file with the Credit Union (example: a pledge of savings as security for a loan).

Reclaiming Escheated Property:
If your funds have been sent to the state, you may file a claim by contacting the California State Controller’s office, Unclaimed Property Division, P.O. Box 942850, Sacramento, California 94250- 5880, nationwide call 800.992.4647, in-state call 916.323.2827, or go to [www.sco.ca.gov].

Death of Account Owner
The Credit Union may require the survivor or other claimant to an account where the owner is deceased to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner’s death. Once the Credit Union learns of an account owner’s death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest.
in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims
funds in your account after your death agrees to indemnify the Credit Union for any losses resulting from honoring that claim.

**Termination of Account**

The Credit Union may terminate your accounts at any time without notice to you or may require you to close your accounts and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft coverage plan; (6) there has been any misrepresentation or any other abuse of your accounts; or (7) you fail to satisfy any of the terms and conditions of the account or Credit Union Bylaws and policies. You may terminate your account at any time by notifying the Credit Union in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for the payment.

**Termination of Membership**

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, for causing a loss to the Credit Union, which includes but is not limited to causing the Credit Union to suffer an actual or potential loss, intentionally or otherwise perpetrating real or potential fraud on the Credit Union, excessive expense, causing damage to the Credit Union and its property, or engaging in any abusive or threatening conduct to the Credit Union, employees or members.

**Special Account Instructions**

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond or indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes required by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by the Credit Union.

The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union. The Credit Union may require a signed affidavit of authority by the attorney-in-fact.

You understand and agree we may temporarily freeze account funds, temporarily postpone a transaction or may require additional information about you or any authorized account signer and to file any required reports to protect your account funds when we reasonably suspect possible elder or dependent adult abuse or if it is not clear that the account signer requesting a transaction understands the transaction. (For example, when the account signer is perceived to be confused, acting under undue influence, or out of fear or appears to be experiencing diminished capacity.) We will report suspected elder or dependent adult abuse to the appropriate authorities.

You understand that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or imaged copy is valid as an original document.

**Phone Calls**

In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees. For payment authorizations you provide by telephone, we may require you confirm such instructions in writing.

**Severability**

In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.
Illegal Transactions
You may not use any financial service or access device for any illegal transaction and we may decline to authorize or process any transaction we reasonably believe poses an undue risk of illegality. You agree to indemnify and hold the Credit Union harmless from any action, liability or damage, directly or indirectly, resulting from such use.

Enforcement
You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney’s fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions, if applicable.

Governing Law
This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of California and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Funds Availability Policy

General Policy
For savings accounts, we reserve the right to place reasonable holds on deposit funds to the extent permitted by law. For checking accounts, our funds availability policy is set forth below. Our policy is to make funds from your deposits available to you generally on the same business day that 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 transaction channels you have used. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit during business hours on a day we are open except Saturdays, we will consider that the deposit was made on that business day. However, if you make a deposit after close of business, Saturdays, or on a day we are not open, we will consider the deposit made on the next business day that we are open.

Reservation of Right to Hold
In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, (for example, checks that exceed available funds or third party checks.) funds may not be available until the second business day after the day of your deposit. However, the first $200.00 of your deposit will 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 send you the notice within one day after we have received your deposit or we have made the decision to extend the hold. Please see “Longer Delays May Apply” below.

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

Longer Delays May Apply
We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons: (1) We believe a check you deposited will not be paid; (2) You deposit checks totaling more than $5,000.00 on any one day; (3) You deposit a check that has been returned unpaid; (4) You have overdrawn your account repeatedly in the last six months; (5) 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, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,000.00 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 made payable to you. The excess over $5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S Treasury check) is not made in person to one of our employees, the first $5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**Electronic Funds Transfer Agreement and Disclosure**

**Introduction**

This Agreement covers your and our rights and responsibilities for the Electronic Funds Transfer (“EFT”) services offered to you by the Credit Union. When you use an EFT service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments including the Bill Payment Service Agreement and Mobile Banking Service Addendum, as applicable. The Credit Union’s Electronic Funds Transfers (“EFTs”) are electronically initiated transfers of money through the Fone-Teller (audio response) or Online Banking (Internet) involving your accounts at the Credit Union. The terms of this Agreement apply to consumer, business and organization EFT users in the same manner, except as specifically provided.

**Fone-Teller (Audio Response) Service Account Access**

You may use the Fone-Teller telephone audio response service to access your accounts. You must designate an (4-8 digit) access code and use your access code along with your member number to access your accounts.

**Types of Transactions**

At the present time you may use the Fone-Teller service to: (1) Review account balance and transaction information, including: transfers, withdrawals, dividends, loan payoff and interest amounts, and payment due date information on your applicable deposit and loan accounts; (2) Transfer funds between your Checking, Savings, and loan accounts as allowed, including making loan payments and taking loan advances; (3) Withdraw funds from your Checking or Savings accounts by check, made payable to you and mailed to you at your mailing address of record; (4) Transfer funds from your Savings or Checking account to another member’s account or loan as authorized; (5) Change your access code to a new (4-8 digit) access code; (6) Other transactions as offered and permitted in the future.

**Service Limitations**

Your accounts can be accessed under audio response via a touchtone telephone only. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. You may make inquiries, transfers, or withdrawal requests as often as you like. However, transfers from a savings account to a checking account will be limited to six (6) in any one month. No transfer or withdrawal may exceed the available funds in your account. Any loan transactions will be governed by the applicable loan agreement. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient or unavailable funds, exceed a credit limit, lower an account balance below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. There is no limit on the number of transaction requests you may make during a single phone call.

**Preauthorized Electronic Funds Transfers**

By signing the Account Card, you agree to the following terms governing your and our rights and responsibilities concerning preauthorized electronic funds transfer services. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service.

**Services**

Preauthorized electronic funds transfer services include:
1. **Electronic Check Transactions**

You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize (“electronic check transactions”). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant’s right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the $50 and $500 limits of liability for unauthorized transactions in the member liability section do not apply to electronic check transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. **Preauthorized Debits (Withdrawals)**

You may arrange with third parties in advance to have regular preauthorized electronic payments, such as mortgage payments or insurance premiums, made from your checking account. If you have previously signed a Credit Line Loan Agreement, and the Credit Union has approved overdraft coverage for you, you authorize the Credit Union to access your line of credit to cover any overdraft amounts (up to your credit limit) resulting from preauthorized debits. These overdraft transfers will be governed by your Credit Line loan Agreement. You may also have overdrafts covered by transfer from your savings account (prearrangements required). A fee is charged for savings transfers. (Maximum of six transfers per calendar month.) If sufficient funds are not available in your checking account, and you have not made arrangements as outlined above, the debit will be refused for “not sufficient funds” and a charge will apply as set for in the Schedule of Fees and Charges.

3. **Direct Deposit**

Upon instruction of your employer or the Treasury Department or other financial institutions the Credit Union will accept direct deposits of your paychecks or federal recurring payments, such as Social Security. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 424.320.4700 or 800.UCU.4510 and press 1 for Fone-Teller or press 2 for Member Services, or logging into Online or Mobile Banking to find out whether a deposit has been made.

4. **Stop Payment Procedures – Preauthorized Electronic Funds Transfers**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by completing the form in Online Banking or by calling the Credit Union at 424.320.4700, 800.UCU.4510 or writing to 1500 S Sepulveda Blvd, Los Angeles, CA 90025, in a reasonable time-frame for us to receive your request before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you a fee for each stop payment order you give us as set forth in the Schedule of Fees and Charges.

5. **Credit Union Liability for Failure to Stop Payment of Preauthorized Transfers**

If you order us to stop one of these payments three (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.

6. **Notice of Varying Amounts**

If these regular payments vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

7. **Unauthorized Transactions**

If you believe someone has transferred or may transfer money from your account without your permission, call: 424.320.4700 or 800.UCU.4510 or write: University Credit Union 1500 S Sepulveda Blvd, Los Angeles, CA 90025.

**Online Banking and Mobile Banking (eBranch) Account Access:**

**Account Access**

You may use your computer, laptop, phone, tablet or other computing device (“Computing Device”) to access your accounts. You will need a computing device and access to the Internet (World Wide Web) or data, and the Credit Union’s mobile banking application. You must use your access code (password) along with your User Name to access your accounts. The eBranch services are accessible 7 days a week, 24 hours a day. You are responsible for the installation, maintenance and operation of any software and your computing device. The Credit Union will not be responsible for any errors or failures involving telephone service, any
By enrolling in the Multi Account View Service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Password or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

Online Banking Transactions
At the present time, you may use the Online Banking services to: (1) Transfer funds between your Checking, Savings Account, and loan accounts; (2) Review account balance and account transaction information for any of your accounts; (3) Pay bills; (4) Communicate with the Credit Union using the electronic mail (E-mail) feature. Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Consumer Loan Agreement and Disclosures.

Mobile Banking Transactions
At the present time, you may use the Mobile Banking services to: (1) Transfer funds between your Checking, Savings Account, and loan accounts; (2) Review account balance and account transaction information for any of your accounts; (3) Pay bills; and if eligible, (4) Make check deposits. Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Consumer Loan Agreement and Disclosures.

Service Limitations
The following limitations on the availability and number and dollar amount of transactions may apply in using the eBranch services listed above:

Transfers
You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a savings account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Account Information
The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our funds Availability Policy.

E-mail Requests
The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction, call the Credit Union at 424.320.4700 or 800.UCU.4510.

Security of Access Code
The access code issued to or selected by you is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You may change your code at any time through online banking. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your account services immediately.
If you believe that someone has used your access code or has transferred or may transfer money from your account without your permission, call the Credit Union immediately at 424.320.4700 or 800.UCU.4510.

ATM/MasterCard/Visa Debit Cards

Automated Teller Machines (ATMs)
You may use your Card and personal identification number (PIN) at ATMs of the Credit Union, CO-OP and PLUS networks, and such other machines (Network ATMs) or facilities as the Credit Union may designate. At the present time, you may use your Card to: (1) Withdraw cash from your savings and checking accounts; (2) Make deposits to your savings and checking accounts (if ATM available); and (3) Make inquiries on your savings and checking accounts; and (4) Transfer between your savings and checking accounts.

Service Limits (Cash and Purchases)

Cash Limit (ATM/Visa Debit Card)
You may use your Card at an ATM to withdraw cash from your savings or checking accounts up to a maximum of $500 in any one day. Individual ATM owners and/or ATM Networks may limit the amount of cash you may withdraw from an ATM.

Purchase Limit (Visa Debit Card)
The purchase limit is the total amount of goods or services you may purchase with your Card from POS (Point of Sale) merchants and merchants that accept cards with the Visa logo and the logos of POS networks that we have approved. You may use your Card or Card number to pay for goods and services from merchants that accept cards with the Visa logo and the logos of POS networks that we have approved for up to a maximum of $3,000 in any one day.

Purchase Limit (ATM Card)
If you are using your Card at a POS terminal, you may use your Card to purchase goods or services at any authorized POS Network merchants we may designate from your checking account up to $500 in any one day.

Illegal Use of Internet Gambling
You agree that all transactions that you initiate by use of your Visa Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Visa Debit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the Visa Debit Card.

Ownership of Cards
Any Card or other devices which we supply to you is a property of the Credit Union and must be returned to us, or any person whom we authorize to act as our agent, or any person who is authorized to honor the Card. The Card may be repossessed, at any time, at our sole discretion, without any demand or notice.

Honing the Card
Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal of anyone to honor the Card.

Currency Conversion/Foreign Transaction Fee
Purchases and cash advances made in foreign currencies will be billed in U.S. dollars. The conversion rate in U.S. dollars will be either at the government mandated rate or a wholesale currency market rate determined by Visa for the processing cycle in which the transaction is processed. Please refer to the most current Schedule of Fees and Charges.

The currency conversion rate used by Visa and MasterCard on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date. The Credit Union has no control over the conversion rate. In addition to the conversion rate selected by Visa and MasterCard, a separate Visa and MasterCard International Service Assessment fee of up to 1% may be charged to your Credit Union account and may also appear as a separate line item on your statement.

Member Liability:

Authorized Transactions
You are solely responsible for all transfers you authorize using the EFT services under this Agreement. If you permit other persons to use your Account, Card or access code, you are responsible for any transactions they authorize or conduct on any of your
accounts even if they exceed any limit you may have given to the other person. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.

**Business and Organization Accounts**
For business and organization accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, are considered authorized transactions for which you remain fully responsible.

**Consumer Accounts**
You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or access code, you are responsible for any transactions they initiate or conduct on any of your accounts. You must tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. For Visa Debit Card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses on conditions that you provide us with a written statement regarding your unauthorized Card claim with in the timeframe. Otherwise, the following liability limits will apply. For all other EFT transactions except electronic check and Debit Card transactions, if you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than $50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as $500. Also, if your statement shows EFT transfers that you did not make including those made by Card, access code or other means, you must tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Debit Card purchase transactions - up to the limits set forth above and (ii) for all other unauthorized EFT transactions - up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we may extend the notifying time periods.

**Business Days**
Our business days are Monday through Friday. Federal Holidays are not included.

**Fees and Charges**
If you conduct an ATM or debit card transaction and you have provided an opt-in for the Overdraw Privilege service or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as set forth on the Schedule of Fees and Charges. If you use an ATM that is not operated by us, you may be charged an ATM surcharge or other fee by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge or other fee will be debited from your account if you elect to complete the transaction. Currently there are certain charges for EFT services as set forth on the Schedule of Fees and Charges. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Loan Agreement.

**Periodic Statements/Terminal Receipts**
Transfers and withdrawals transacted through any EFT service will be recorded on your periodic statement. You will receive a statement monthly. You will get a receipt or receive the option to receive a receipt at the time you make a transaction using your Card at an ATM or POS terminal. However, you may not receive a terminal receipt at some POS terminals for transactions of $15 or less.

**Account Information Disclosure**
We will disclose information to third parties about your account or the transfers you make:
- As necessary to complete transfers;
- To comply with government agency or court orders;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or third party, or to provide information about late, missed payments or other defaults on your account, such as a credit bureau or merchant;
- If you give us your written permission.
Credit Union Liability for Failure to Make Transfers
If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, the Credit Union will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the Credit Union’s Online Banking Services was not properly working and such problem should have been apparent when you attempted such a transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If the error was caused by a system beyond the Credit Union’s control such as your Internet Service Provider.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can make a transfer or issue a check.
- If there are other exceptions as established by the Credit Union.

Termination of EFT Services
You agree that we may terminate this Agreement and your use of your EFT service if:

- You or any authorized user of your account or access code breach this Agreement with us;
- We have reason to believe that there has been an unauthorized use of your account or access code;
- You breach any provision of your Membership and Account Agreement or any other agreement with the Credit Union.

You or any other party on your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Notices
The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law.

Use of any electronic funds transfer service is subject to existing regulations governing your account and any future changes to those regulations.

Billing Errors for Consumer Accounts
The following billing error rights apply to consumer accounts, but not business accounts.

In Case of Errors or Inquiries
Telephone us at 424.320.4700 or 800.UCU.4510 or write us at 1500 S Sepulveda Blvd, Los Angeles, CA 90025, if you think your monthly account statement or transaction record is wrong or if you need more information about a transaction listed on your statement or transaction record. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- 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.
- 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 or electronically within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-
credit your account within ten (10) business days (five (5) business days for MASTERCARD Debit Card purchase transactions) 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 ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members’ rights to privacy) relied upon to conclude that the error did not occur.

If you dispute a transaction and it is later determined that you actually made the transaction (e.g. ATM photograph, fingerprint, electronic or mechanical confirmation) or if you decide not to pursue reimbursement for a transaction that you previously disputed.

Enforcement
You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney’s fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgement collection actions, if applicable.

ATM Safety Notice
Your ATM/Debit 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 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.

University Credit Union Privacy Policy

Facts
WHAT DOES UNIVERSITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?
Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand University Credit Union’s Privacy Policy.

At University Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by University Credit Union. This notice explains what types of member information we collect and under what circumstances we may share it.
What? The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:
- Name, address, Social Security number and income
- Account balances and transaction history
- Credit history and credit scores

When you are no longer our member, we will not share your information except as permitted or required by law as described in this notice.

How? All financial companies need to share members’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members’ personal information; the reasons University Credit Union chooses to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does University Credit Union share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes – to offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies –</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes – information about your transactions and experiences</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes – information about your creditworthiness</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For non-affiliates to market to you –</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

What we do
How does University Credit Union protect my personal information?
To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.

How does University Credit Union collect my personal information?
We collect your personal information, for example, when you
- open an account or apply for a loan
- apply for any credit union service
- you visit our website, provide us information on any online application or transaction, or information you send to us by email
- use your credit or debit card or pay your bills
- make deposits to or withdrawals from your accounts

We also collect your personal information from others, including credit bureaus or other companies.

Why can’t I limit all sharing?
Federal law only gives you the right to limit information sharing as follows:

- sharing for affiliates’ everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

**Definitions**

However, we do not have any affiliates with whom we share any information.

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies. University Credit Union currently has no affiliates.

**Non-affiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- University Credit Union does not share with non-affiliates so they can market to you except for our joint marketing arrangements.

**Joint Marketing**

A formal agreement between University Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you.

- Our joint marketing partners include financial services and insurance companies.

**Other Important Information:**

**Protecting Children’s Private Information.**

Our online financial services are not designed for or directed toward children. We do not knowingly solicit or collect data from children and we do not knowingly market to children online. We recognize that protecting children’s identities and online privacy is important and that responsibility rests with us and with parents.

**For California Residents.**

In accordance with California law, the following Online Privacy section supplements the Privacy Policy of University Credit Union. When you visit our website or submit an online application, conduct an online transaction, use the Bill Pay program or send us an e-mail, we may collect personal information about you. Your personal identifiable information may include: name, email address, social security number, account number, account information, transaction information, and credit information. We may share your personal identifiable information with 1) our third party service providers and payment processor to facilitate your services or transactions, or 2) other financial companies with whom we have a joint marketing agreement. We do not maintain a separate online process for online viewers or users to review and request changes to the personal identifiable information we have collected. Certain web browsers offer a ‘Do Not Track’ (DNT) option that permits users to select a preference not to have information about web browsing activities monitored and collected. Our website will not honor DNT signals from you and we will not monitor or collect information of your browsing activity.

**Privacy Policy Changes.**

While we reserve the right to amend this Privacy Policy at any time, you can always review the current version at [www.ucu.org](http://www.ucu.org).

**Questions?**

Call 866.543.5202 or 408.543.5202, send us an email at [info@ucu.org](mailto:info@ucu.org) or write to us at: University Credit Union, 1500 S Sepulveda Blvd, Los Angeles, CA 90025.

**Security Safeguards:**

**Our Confidentiality**

We maintain strict policies and security controls to assure that member information in our computer systems and files is protected. Our employees and agents are permitted access to member information that they may need to perform their jobs and to provide service to you. Our employees and agents have access to such member information as necessary to conduct a transaction or respond to your inquiries. All employees and agents are trained to respect member privacy. No one except our employees and agents has regular access to the Credit Union computer system and records storage. The Credit Union has established internal security controls, including physical, electronic and procedural safeguards to protect the information you
University Credit Union 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 Schedule of Fees and Charges for a listing of fees and charges that may be assessed against your account(s).

8. TRANSACTION LIMITATIONS. “Regulation D” placed limitations relating to Share (Savings) and Market Rate Accounts. Regulation D (Reg D) is a federal regulation that places a monthly limit on the number of transfers you may make from a non-transactional deposit account without your physical presence being required. 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(s) and terminate your membership.

2. TIERED RATE INFORMATION. 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, call (800) UCU-4510, or visit 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 Money Market Accounts**

1. **RATE INFORMATION.** See the Rate Schedule online or in-branch for current rates and APY on each type of account or call (424) 320-4700. 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.** See current rate sheet for tiers. 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 (424) 320-4700, or visit our website at [www.ucu.org](http://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 Schedule of Fees and Charges for a listing of fees and charges that may be assessed against your account.
   
   B. **INTEREST CHECKING ACCOUNT.** See the current Schedule of Fees and Charges 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 $1,500.

**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 (424) 320-4700, 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 the substitute check you received is insufficient to confirm that you suffered a 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.

**Additional TIS Terms and Conditions of Certificate Accounts:**

**Including Share, IRA, Coverdell, Bump-Up Rate, Add-on, Kids Add-On**

This disclosure supplements your University Credit Union Certificate Account Application and Opening Certificate Receipt. Specific terms of your account are included in your Opening Certificate Receipt documenting the opening of your account. Please note that we call our dividend–bearing term share accounts “Certificate Accounts”. Your periodic statement will give your current status such as Annual Percentage Yield Earned (APYE). Please keep all these documents together for your records and keep us updated of your current contact information.

1. **MEMBER REQUIREMENTS.** You must open and maintain a $5 minimum balance in a Primary Share Account before you can open any other account or obtain any service from the Credit Union. Please refer to the Membership and Accounts Agreement.

2. **RATE INFORMATION.** A Certificate Account has a specified term of maturity and a fixed dividend rate established when the account is opened. Dividend rates and Annual Percentage Yield (APY) may change daily as determined by UCU management. See Deposit Rates sheet for current rates and APY online at www.ucu.org or call us at (424) 320-4700 or (800) UCU-4510.

3. **DIVIDEND INFORMATION.** Dividends are calculated and compounded using the daily balance method which applies a daily periodic rate to the balance in the account at the end of each day. Dividends begin to accrue on the business day you deposit cash and non-cash (e.g. checks) items to your account, but do not accrue on the day of withdrawal for the amount of the withdrawal. Dividends are paid on a monthly basis at the end of the day on the last day of each month. Dividends will be credited to the Certificate Account or UCU Share (Savings) Account and suffix declared by you when the Certificate Account was originated, however if that savings account is closed dividends will default to the Primary Share 1 Account. Your dividend rate may increase during the term if you selected that type of account when establishing the Certificate Account. The Bump-Up Rate Certificate allows a one-time dividend rate increase at any time as selected by you during the account term to the prevailing rate. On the date you select to bump-up your rate, dividends will be earned at the original dividends rate with the new prevailing rate effective at the end of that business day.

4. **MINIMAL BALANCE REQUIREMENT.** Certificate Accounts may be opened with the minimum balances stated on the current Deposit Rates sheet. The minimum balance (for each type of certificate) is required at all times to earn dividends, obtain the APY disclosed, and maintain the account. Your Certificate will be closed should your balance fall below the minimum balance required.

5. **TRANSACTION LIMITATIONS.** After the account is opened, deposits may be made to Certificate Accounts only if you have
selected that type of account when establishing the Certificate Account. Deposits may be made to Add-on, IRA and Coverdell Certificates. IRA and Coverdell maximum annual contributions are controlled by the Internal Revenue Code and regulation. Consult a tax advisor. Withdrawals may be assessed penalties, see sections 6 and 7 below. UCU reserves the right to require a member intending to make a withdrawal from any Certificate Account to give written notice of such intent not less than 30 days before such withdrawal.

6. **TIME REQUIREMENTS/MATURITY DATE.** Your Certificate Account will mature at the end of term as chosen by you at Certificate Account opening.

7. **EARLY WITHDRAWAL PENALTIES.** We may impose a penalty if you withdraw any of the funds before the maturity date. Withdrawals which reduce the balance to less than the stated minimum will result in the termination of the Certificate Account. The penalty on withdrawn funds is based on the certificate term and will be a forfeiture of either all dividends, all dividends earned for 90 days, 180 days, 365 days respectively. Early withdrawal penalties for certificate terms of: 3-6 months, all dividends will be forfeited; 12-18 months will have 90 days of dividends forfeited; 24-30 months will have 180 days of dividends forfeited; and 36-60 months will have 365 days of dividends forfeited. The penalty may result in the reduction of principal in the Certificate Account. The early withdrawal penalties will be waived if the withdrawal is made: (a) after the death of all owners of the Certificate Account; (b) on the basis of a required minimum distribution of an IRA recognized by federal law; or (c) for any other reason which the law requires the waiver of the early withdrawal penalty.

8. **WITHDRAWAL OF DIVIDENDS PRIOR TO MATURITY.** The APY is based on an assumption that dividends will remain in the account for one year. Having dividends transferred out of the certificate to one of your UCU Share (Savings) or Checking accounts will reduce the earnings in the certificate. If the dividends are transferred into a dividend-bearing account, they may earn dividends.

9. **RENEWAL POLICY.** To be chosen by you when certificate is established.
   - **No Renewal:** This account will not renew automatically at maturity. The principal and any unpaid earned dividends will be transferred to your Share (Savings) Account and suffix declared when the Certificate Account was opened.
   - **Auto Renewal:** A renewal notice will be sent to your address of record at least 30 days in advance of the maturity date. Unless we receive notification from you before the end of the grace period, your Certificate Account will automatically renew on the maturity date for a new term that will be the same as the original term with the dividend rate adjusted at each automatic renewal to the dividend rate being paid by UCU on that date for Certificate Accounts with similar terms and balances. Please note, however, dividend rates and yields may not yet have been determined, but will be determined on the date of maturity. Please visit us online at [www.ucu.org](http://www.ucu.org) or call us at (424) 320-4700 to obtain rates applicable on the maturity date of your Certificate Account.

   **Promotional Certificates:** Promotional Certificate Accounts will automatically renew on the maturity date to the predefined Certificate Account term at the time of opening or at the nearest available standard term and dividend rate, not to exceed the term of the original promotional certificate should a Certificate Account term not have been predefined.

   **Terms No Longer Offered:** Some Certificate Account terms may be discontinued from time to time. A renewal notice will be sent to your address of record at least 30 days in advance of the maturity date. This notice will advise you if the maturing certificate is for a term that that will no longer be offered. If you do not advise us of your decision regarding the certificate and what term you elect, the certificate will automatically renew on the maturity date at the nearest available term and dividend rate, not to exceed the term of the original certificate.

10. **GRACE PERIOD.** You will have a grace period of 10 business days after the maturity date to withdraw or transfer funds in the account without being charged a UCU early withdrawal penalty. During the grace period you also have the options of changing the term or type of certificate account you have without UCU accessed penalties and/or changing ownership and/or beneficiaries on the account.

11. **FEES AND CHARGES.** See the current Schedule of Fees and Charges for all fees and charges applicable to Certificate Accounts.

12. **PLEDGE OF SHARES.** Funds in all accounts (except IRA and Coverdell accounts) may be pledged as security for an eligible UCU loan. See loan documents for additional information.

13. **CHANGES IN TERMS AND CONDITIONS.** The Credit Union may change the terms and conditions of any accounts or disclosures upon appropriate notification to the member.

**Wire Transfer Terms and Conditions**

The following terms and conditions apply to wire transfers. Please call UCU at (424) 320-4700 before initiating any wire transfer.

1. The cut-off time for sending domestic wire transfers at the Main Branch and Ackerman Branch is 1:15 pm (Pacific) and 11:30 am (Pacific) for all international wires on each weekday the Credit Union is open that is not a federal holiday. Funds transfers received by the Credit Union after the cut-off times above 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, and you are not entitled to any fee refunds.

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. The Credit Union charges fees for wire transfers consistent with its current Schedule of Fees and Charges.

Additional Agreements for International Wire Transfers

1. When you initiate a wire transfer, you must identify the recipient and any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution.

2. Any wire containing a foreign financial institution’s information and/or ends up in a non-USA financial institution account is considered an international wire and must follow those requirements.

3. By federal regulation, international wires require a special receipt that is generated by the Credit Union.

4. The senders of international funds transfers have the right to cancel their funds transfer via a verbal request within 30 minutes of paying for the transfer if:
   
   (a) The request to cancel enables the Credit Union to identify the sender’s name and address and the particular transfer to be canceled; and
   
   (b) The transferred funds have not been picked up by the designated recipient or deposited into an account of the designated recipient.

5. If the Credit Union receives a request to cancel the transfer order with the conditions above being met, the Credit Union shall refund, at no additional cost to the sender, the total amount of funds provided in connection with the funds transfer, including any fees and, to the extent not prohibited by law, taxes imposed in connection with the transfer, within three business days of the request.

6. International wires initiated by the Credit Union will only be transmitted in U.S. dollars.

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, Cirrus 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 presenting the card at 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 (424) 320-4700 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 it 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

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).