

BUSINESS AGREEMENT AND DISCLOSURE AGREEMENT

Effective: MAY 7, 2026

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TERMS AND CONDITIONS OF YOUR MEMBERSHIP AND ACCOUNT

BINDING ARBITRATION CONSENT AND AGREEMENT ("Arbitration Agreement")

This Arbitration Agreement is optional. If you do not wish to accept it, you must follow the instructions in paragraph (12) below to reject arbitration. Unless you timely reject arbitration in the manner described below, this Arbitration Agreement is binding on you and us and you and we are waiving the right to have our dispute heard before a judge or jury, or otherwise to be decided by a court or government tribunal, and you and we are also waiving any ability to assert or participate in a class, representative, or consolidated proceeding, whether in court or in arbitration. All disputes, except as stated below, must be resolved by binding arbitration when either you or we request it.

(1) *Claims Subject to Arbitration:* You and we agree that if either of us elects, and except as specified in paragraph (2) below, any dispute or claim between you and us is subject to binding individual arbitration and not through litigation in any court (except for matters in small claims court). This Business Agreement and Disclosure Agreement evidences a transaction in interstate commerce, and is therefore entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") with respect to both substance and procedure. This Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, including but not limited to your membership with us, your deposit account(s), loans transactions involving your deposit account or loans (whether actual, potential, canceled, and regardless of whether you consider any such transactions authorized or not), or other transactions, any product, service, or other agreement with us, or interactions of any kind with our employees, website, online or mobile banking, or other members, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- claims that arose before this or any prior agreement, including, but not limited to, claims relating to advertising or disclosures for any of our products or services, or your application for membership, or application for, or denial, approval or establishment of your account or any products or services with us;
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
- claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages; and
- claims that may arise after the termination of this Agreement.

All such claims or disputed factual or legal issues are referred to as "Claims" and includes the interpretation or enforceability of this Arbitration Agreement. Questions about whether a dispute is subject to arbitration shall be interpreted as broadly as the law allows. References to "we" and "us" mean Orange County's Federal Credit Union and its past, present, and future parents, subsidiaries, affiliates, as well as each of these entities' predecessors, successors, assigns, agents, and employees. In this Arbitration Agreement only, references to "you" mean the account owners, all authorized or unauthorized users, or beneficiaries of the account, each of those person's assignees, heirs, trustees, agents, or other representatives, and if the account owner is a business, the account owner's parents, subsidiaries, affiliates, and each of those entities' predecessors, successors, assigns, agents, and employees. This Arbitration Agreement shall survive closure of your accounts, closure of your membership, or payoff of your loan(s), and termination of this Business Agreement and Disclosure Agreement.

(2) *Claims Not Subject to Arbitration:* Both you and we have the right to pursue a Claim in a small claims court in the county of your residence, instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis. Costs and fees are not part of the amount in controversy to determine small claims jurisdiction. Both you and we may agree to arbitrate claims subject to small claims court jurisdiction, but neither party can be compelled to arbitrate such disputes. This Arbitration Agreement also excludes claims where arbitration is prohibited by law. This Arbitration Agreement does not preclude you or us from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provision or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction.

(3) *Pre-Arbitration Notice of Disputes and Informal Resolution:* Before either you or we commence arbitration, the claimant must first send to the other a written notice regarding the dispute ("Notice of Dispute"). The Notice of Dispute to us should be sent by U.S. mail or professional courier service to: Orange County's Federal Credit Union, Attention: Risk Management Department, P.O. Box 11777, Santa Ana, CA 92711-1777 ("Notice Address"). The Notice of Dispute to you will be sent to your address on file with your account. The Notice of Dispute must (a) include your name, phone number, mailing and email address; (b) provide the account number for any account at issue; (c) describe the nature and basis of the claim or dispute; and (d) set forth the specific relief sought. The Notice of Dispute must be

personally signed by you (if you are the claimant) or by our representative (if we are the claimant). To safeguard your account, if you have retained a lawyer to submit your Notice of Dispute, you must also provide your personally signed written authorization allowing us to discuss the Notice of Dispute, the dispute, and your account(s) with your lawyer ("Attorney Authorization"). We may also ask you to verify your identity and the fact that you authorized submission of the Notice of Dispute or disclosure of account information to your lawyer ("Verification"). You agree to cooperate with any reasonable request for Verification. Whoever sends the Notice of Dispute must give the other party 60 days after receipt of a complete Notice (including an Attorney Authorization if you are represented by a lawyer and a Verification if requested) to investigate the claim. During that period, either you or we may request an individualized discussion (by phone call or videoconference) regarding settlement ("Informal Settlement Conference"). You and we must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and our representative must both personally participate, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate. Any applicable statute of limitations or contractual limitations period will be tolled during the "Informal Resolution Period." The Informal Resolution Period is the number of days between the date that a complete Notice of Dispute (including an Attorney Authorization if you are represented by a lawyer and a Verification if requested) is received by the other party and the later of (i) 60 days later or (ii) the date the Informal Settlement Conference is completed, if timely requested.

(4) *Commencing Arbitration:* Either you or we may elect arbitration of a particular claim, even if it has been filed in court, by (a) sending a Notice of Dispute to the other party; or (b) filing a petition or motion to compel arbitration or asserting arbitration as a defense in court. An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended and the pre-arbitration requirements in paragraph (3) have been satisfied. A court will have authority to enforce this paragraph (4).

(5) *Arbitration Procedure:* The arbitration administrator may be JAMS or the American Arbitration Association ("AAA"). If JAMS, the arbitration will be governed by the JAMS Comprehensive Arbitration Rules and Procedures, if the parties mutually agree, the JAMS Streamlined Arbitration Rules and Procedures. The JAMS rules are available at www.jamsadr.org. If AAA, the arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org or by writing to the Notice Address. Unless you and we agree otherwise, any arbitration hearings will take place within 50 miles of the county of your business address on file with your account, or virtually if you and we agree. If appropriate, the arbitrator may hold hearings by telephone or videoconference or decide matters on the basis of papers submitted by the parties. You and we agree that any attorney representing you in any arbitration must be licensed to practice law in the jurisdiction where the arbitration takes place.

(6) *Arbitration Fees:* Each party will be responsible for the arbitration costs as allocated by the applicable AAA Rules (www.adr.gov) or JAMS Rules (www.jamsadr.com). As in court, you and we agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), and the arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, JAMS Rules, or applicable federal or state law against all appropriate represented parties or counsel. In any case, if you cannot afford your share of such fees, you may request a fee waiver from the AAA or JAMS. Unless applicable laws require otherwise, each party will pay its own attorney, expert, and witness fees.

(7) *Remedies:* Each party will have the same remedies available in arbitration as would be available if the dispute were heard in court, including but not limited to recovery of attorney's fees, expert witness fees and costs, subject to applicable law and if awarded by the arbitrator.

(8) *Procedures:* All claims will be heard by a single arbitrator knowledgeable in the subject area of the dispute who is either a retired state or federal court judge. The arbitrator shall allow discovery of non-privileged information relevant to the dispute to the fullest extent permitted under the AAA or JAMS rules. Unless otherwise agreed by you and us, or unreasonable given the nature of the dispute or actions of the parties, the arbitrator shall render a decision within six (6) months after submission of the dispute to arbitration. The arbitrator shall issue a written statement of decision setting forth his or her ruling on each claim. The statement of decision will include the findings of fact and conclusions of law on which the ruling in each claim is based. Absent clear abuse of discretion by the arbitrator in making findings of facts or conclusions of law, the arbitrator's decision will be final, binding, and not subject to appeal. The arbitrator's decision may be entered as a judgment in a court of competent jurisdiction.

(9) *Requirement of Individual Arbitration:* The arbitrator may award relief (including damages, restitution, and declaratory or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account), and may not otherwise preside over any form of a representative or class proceeding.

(10) *Additional Procedures for Complex Disputes:* If you are a business customer and the actual damages sought by either you or us in an arbitration exceeds \$75,000 (not counting amounts sought for punitive, statutory, treble, or emotional harm

damages or for attorneys' fees or costs), then the JAMS Comprehensive Arbitration Rules or Streamlined Rules and fee schedules, as mutually agreed by the parties, shall apply. Regardless of whether you are a business or consumer customer, if the actual damages sought by either you or us in an arbitration exceeds \$1,000,000 (not counting amounts sought for punitive, statutory, treble, or emotional harm damages or for attorneys' fees or costs), then either party may appeal the final award pursuant to the JAMS Optional Appeal Procedures. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

(11) Future Changes to Arbitration Agreement: Notwithstanding any provision in this Business Agreement and Disclosure Agreement to the contrary, you and we agree that if we make any future change to this Arbitration Agreement (other than a change to the Notice Address), you may reject that change by sending us written notice within 30 days of notice of the change to the Notice Address, which must be received by us within 45 days of the date we issued the notice of change. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this Arbitration Agreement, as amended by any changes that you did not timely reject.

(12) Right to Reject Arbitration Agreement: If you do not wish to arbitrate, you have 30 days to reject this Arbitration Agreement by sending a rejection notice to Orange County's Federal Credit Union, Attn: Arbitration Opt-Out, c/o Member Operations, P.O. Box 11777, Santa Ana, CA 92711-1777 ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, address, phone number, account number, date, and a statement that you are rejecting this Arbitration Agreement; and (b) be received by us within 45 days after this Arbitration Agreement is first provided to you, or after we provide you with an amended version of this Arbitration Agreement. If your Rejection Notice complies with these requirements, this Arbitration Agreement will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this Arbitration Agreement will not affect your other rights or responsibilities under this Business Agreement and Disclosure Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch.

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

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

CERTIFICATION OF BENEFICIAL OWNERS FOR LEGAL ENTITY MEMBERS - To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners* of legal entity customers. Legal entities can be used to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud and other financial crimes. Requiring the disclosure of key individuals who own and control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

*A beneficial owner owns 25% or more ownership in the business.

AGREEMENT - This document, along with any other documents we give you pertaining to your membership relationship and account(s) with us and the product(s), and service(s) we provide you ("membership relationship"), is a contract (also referred to as "this agreement") that establishes rules which control your membership relationship; for example, accounts, checks, wire transfers, deposits, debit card or other electronic funds transfer transactions; privacy, confidentiality and security of your information with us; use of our website, premises, or online and mobile banking services with us; credit reporting or account history reporting; and fees. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate dividend rate sheet and schedule of fees and charges if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of California and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

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

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," "us," "the Credit Union," and "the credit union" mean Orange County's Federal Credit Union and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. You understand and agree that you will not be eligible for member services if you have caused us to suffer a financial loss that was your lawful obligation to us.

BYLAWS - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

MEMBERSHIP ELIGIBILITY - You may be eligible to join this credit union. Please see an associate or visit our website for eligibility requirements.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of fees and charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

If we make an error in handling your account, our liability will be limited to the actual damages. The maximum actual damages are the amount of the transaction. We will not be liable for indirect or consequential damages, such as alleged harm to your credit standing, unrealized profits, emotional distress, or exemplary damages due to a claimed reckless disregard of the consequence of our actions, regardless of whether you have advised us of the possibility that you may incur such damages. Except as otherwise stated in this Agreement, we will not be responsible for any loss, damages, delay, cost or liability which arises, directly or indirectly, in whole or in part, from a disaster or other emergency, including but not limited to acts of terrorism, accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God or other causes beyond our reasonable control.

YOUR RESPONSIBILITY FOR TRANSACTIONS YOU INITIATE - You understand and agree that you are responsible for all transfers you authorize. Transactions that you or someone acting with you initiated with fraudulent intent are also authorized transactions. You understand and agree that you will be responsible for all transactions that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error.

RESTRICTING YOUR ACCOUNT; BLOCKING OR DELAYING TRANSACTIONS - There are many reasons we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, inhibit, reverse or delay any account or withdrawal, payment or transfer of funds to or from your account, or we may remove funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- Your account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control, or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transactions or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We can assign and transfer your member information and documentation to a replacement member number at our discretion. We may make this assignment when your account is reported compromised by you or any signer.

If we issue you a replacement member number, this Agreement governing you and your membership will continue to apply, without interruption, as if you retained the discontinued member number.

We will have no liability for any action we take under this section and we may take such action without advance notice.

UNLAWFUL USE - You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal activity or to conduct any illegal transactions as determined by applicable local, state, or federal law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that we may deny authorization of any transactions we believe to be illegal or to be facilitating illegal activity. However, if a transaction is identified as illegal, and it is still processed, you will still be responsible for the charges. You agree that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized users. You further agree to indemnify and hold the Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

PROHIBITION OF TAKING PHOTOS AND VIDEOS OF ASSOCIATES AND INSIDE BRANCH LOCATIONS WITHOUT PERMISSION - You agree that you will not record or take photographs inside any Credit Union branch location or at any adjoining Credit Union owned property without the express written consent of the Credit Union, which may be withheld in the Credit Union's sole discretion.

SUSPENSION AND DENIAL OF SERVICES AND EXPULSION - We reserve the right to suspend or deny products and/or services, other than the right to maintain a Par Value Share Account and to vote in annual and special meetings, and may restrict access to our premises if: (1) you have caused us a loss or engage in conduct that creates a material risk to us; (2) you habitually mishandle your account(s) or you violate this Agreement; (3) you attempt or commit fraud or engage in dishonest or deceptive activity; (4) you do not provide satisfactory information in order for us to validate your identity or residential street address; (5) you conduct high risk transactions requiring additional reporting and/or back office support that pose a high risk to us; or, (6) you engage in any type of abusive, threatening, harassing, or intimidating conduct towards the Credit Union or any individual associated with us. We further reserve the right to expel members for non-participation or cause in accordance with the Federal Credit Union Act. Granting you credit may be conditioned upon your continued membership with us.

We may terminate your membership with Orange County's Federal Credit Union cause by a two-thirds vote of a quorum of the Board of Directors of the Credit Union. "Cause" for expulsion is defined as (a) a substantial or repeated violation of this agreement; (b) a substantial or repeated disruption, including dangerous or abusive behavior, to the Credit Union's operations; or (c) fraud, attempted fraud, or a conviction of other illegal conduct in relation to the Credit Union, including in connection with Credit Union employees conducting business on behalf of the Credit Union. Before the Board votes on an expulsion, we must provide written notice to your current mailing address (or email, if applicable) on record, or we will personally deliver the notice to you. The notice will outline the specific reasons for the expulsion and offer you an opportunity to explain your side during a hearing, should you choose to request one. It is your responsibility to ensure that your contact information with the Credit Union is up to date, and you should regularly check and read any notices from the Credit Union. Please note that there is no right to an in-person hearing with the Board. If you do not request a hearing within 60 calendar days after receiving the notice, you will be expelled. Should you have concerns or complaints about your pending expulsion or the expulsion itself that cannot be resolved directly with the Credit Union, you have the option to submit those complaints to the NCUA's Consumer Assistance Center. We will confirm any expulsion with a letter that includes information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the Credit Union, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions. Additional information on our expulsion policy can be found in Article XIV of our Bylaws. Nothing in this Agreement limits the Credit Union from taking administrative actions on individual accounts, loans, or services with respect to collections or other normal account administrative activity, unless prohibited by applicable law.

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

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned

to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks (check printing) from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged a Courtesy Pay fee or an NSF fee. Generally, an overdraft occurs when there is not enough money available in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Courtesy Pay Program services and we cover a transaction for which there is not enough money available in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money available in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

Important information regarding "decoupled" cards - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid Courtesy Pay or NSF fees.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our Funds Availability Policy for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. A transaction can still result in an overdraft or NSF transaction even if it posts on the same day as a deposit to your account that is sufficient in amount to cover the transaction, if the deposit posts after the transaction has already posted and resulted in an overdraft fee or NSF fee or if the deposited funds are subject to a hold. You acknowledge that it is your responsibility to deposit funds that are available to cover all of your transactions within sufficient time to pay such transactions. We need only make one determination, but if we choose to make a subsequent determination, the account

balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or Courtesy Pay fee policy, which may result in one or more Courtesy Pay or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Note that items may not be processed in the order they are received.

Our policy is to process transactions in the following order:

Credits. Most deposits are added to your account when we receive them. Your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section of your this agreement entitled "Funds Availability Policy."

Debits. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law regardless of whether additional fees result. We can change our policy regarding payment of transactions at any time without prior notice to you. Payments against your accounts may be processed in batches according to the payment type (check, ACH, etc.) and there may be multiple batches of each payment type processed on any given day.

Checks. When you write a check, it is processed through the Federal Reserve System. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.

ACH Payments. We receive data files every day throughout the day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH debit transactions for your account are grouped together and paid in low to high dollar value.

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

Signature Debit Card Transactions. These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold against the available funds in your account. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your actual balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. Please note: the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. We process any fees on your account for services posted in an order generated by our system.

This is a general description of how certain types of transactions are posted. There are exceptions to the above items based on manual processing.

These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be

charged more than one fee if we pay multiple transactions when your account is overdrawn.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or Courtesy Pay fee according to our NSF or Courtesy Pay fee policy, which may result in one or more Courtesy Pay or NSF fees. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral, your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

AMENDMENTS AND TERMINATION - We may amend or delete any term of our bylaws or this agreement. We may also add new terms to our bylaws or to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason (including if your membership in the credit union terminates) except as prohibited by law. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method. Only a joint tenant that is a member can close an account.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed. We reserve the right to require that the closure of a joint account be performed by its primary owner.

Note: For changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

STATEMENTS - Statements are a valuable tool to, among other things, to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

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

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

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

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

Your duty to report other errors or problems - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures or alterations. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

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

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be

the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

AUTHORIZED SIGNER - The authorized signer is merely designated to conduct transactions on behalf of the owner or owners. Owners do not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

For accounts owned by a single individual, the owner may terminate the authority at any time, and the authority is automatically terminated by the death of the owner.

If our policy allows for the designation of an authorized signer on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the authorized signer to act on his/her behalf. Any one owner may revoke or terminate the authorization, and the authorized signer's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the authority of the authorized signer, the authority is terminated upon the death of the last surviving owner.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

NO TWO-SIGNATURE REQUIREMENTS ON ACCOUNTS - We do not offer accounts on which two (2) or more signatures are required for a check or withdrawal. If you indicate on your checks or signature card or other account documents that more than one (1) signature is required for withdrawal; this indication is for your own internal procedures. It is not binding on us. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

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

PLEDGES - The primary owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable

inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

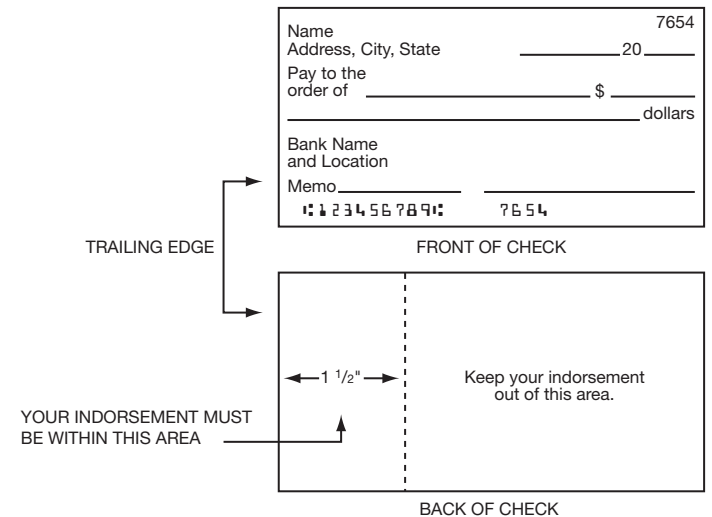
UNCLAIMED PROPERTY NOTICE - Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

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

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

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

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



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

These indorsement guidelines apply to both personal and business checks.

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

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection

with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

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

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

ACCOUNT SECURITY

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., a debit card, PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive pay and other fraud prevention services - You agree that if we offer you services (such as positive pay or commercially reasonable security procedures) to help identify and limit fraud or other unauthorized transactions against your account, and you reject or decide not to use those services or fail to use those services in accordance with the applicable services agreement, you will be responsible for: (a) all losses that could have been prevented or mitigated through accurate use of the services, and (b) any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

By applying for membership with us, you authorize us to send you, from time to time, and to the extent permitted by applicable law, electronic communications regarding the status of any share, share draft, and/or term account(s) you maintain with us. You also authorize us to send you electronic communications regarding any other accounts you may maintain with us from time to time including, but not limited to, share accounts, loan accounts, credit line accounts, and credit card accounts. These electronic communications are sometimes referred to as "transactional or relationship messages." You authorize us to contact you using any wireless, cellular, mobile or other telephone number you have provided to us on your membership application, and at any wireless, cellular, mobile or other telephone number you may furnish to us or we may obtain for you in the future. We may contact you using any electronic means we choose, which may include but is not limited to, voice messages, text messages and other similar electronic methods of communication. If you have furnished us with any e-mail address(es), you understand and agree that we may send you e-mail messages regarding your account(s) with us from time to time. If you have or subsequently enter into any separate consent to receive electronic documentation form, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent. You understand that the nature of electronic communications is such that anyone with access to your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from us, and you agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party. Without limitation, you also agree that you are responsible to pay all third party costs that you may incur as a result of any contact method we choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

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

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity by separate form, such as a power of

attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

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

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

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you in the schedule of fees and charges.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

An Example: California law states that inactive account balances must be turned over ("escheat") to the state after a period of three (3) years if you have not: increased or decreased the amount of any of your account(s) with us (if the account statements are sent to the same address) or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your account(s) with us; or corresponded in writing or electronically with us concerning the account; or otherwise indicated an interest in the account as evidenced by memorandum on file with us.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we may be required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

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

Account type - TIN

Individual - SSN of the individual.

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

Uniform Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

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

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

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

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

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

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

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

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

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

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

FUNDS TRANSFERS - You agree that this section is governed by Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A) and the terms used in this section have the meaning given to them in UCC 4A. You also agree to be bound by all

funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System (Board) and their operating circulars, as appropriate. Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board, this section is subject to UCC 4A as adopted in the state in which you have your account with us. If any part of this section is determined to be unenforceable, the rest shall remain effective. This section controls funds transfers unless supplemented or amended in a separate record. Generally, this section will not apply to you if you are a consumer. For example, this section generally does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA). However, this section does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA. To the extent this section is not inconsistent with the EFTA, this section may also apply to a consumer electronic fund transfer sent through the FedNow system or through the Real Time Payments system (RTP) operated by The Clearing House. In addition, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Unless otherwise required by the type of funds transfer you are initiating, you may transmit a payment order orally or in a record, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

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

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

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

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

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

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

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

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

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

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

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

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

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

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

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

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

DISCRETIONARY OVERDRAFT PAYMENTS COURTESY PAY PROGRAM - BUSINESS

Discretionary overdraft payments. We may pay overdrafts on your accounts at our discretion.

If you write a check or initiate another form of payment that will overdraw your account if paid, we will either (a) pay the overdraft, or (b) return the item or debit unpaid for nonsufficient funds (NSF). In either case, you will be charged an NSF or Courtesy Pay fee according to our NSF or Courtesy Pay fee policy. We pay overdrafts at our discretion, which means we do not guarantee that we will always pay or authorize any type of transaction. The fact that we may pay one or more items creating overdrafts does not obligate us to do so in the future. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past.

The benefit to you of discretionary overdraft payments. Discretionary overdraft payments may benefit you because it can protect your reputation, avoid default, avoid our NSF fee, and avoid the additional fee that often is charged by the payee when an item is returned NSF. Your reputation can be protected because, for example, the payee will not know that there were insufficient funds available to cover the item, and there won't be a return NSF to report to a consumer reporting agency.

Responsible use of discretionary overdraft payments. We promote responsible use of discretionary overdraft payments. Courtesy Pay fees can add up quickly, especially if multiple overdraft items clear the same day. Similarly, NSF fees can also add up quickly. Thus, we discourage the intentional and routine writing of checks or initiating of electronic funds transfers or other transactions that will overdraw your account if paid. Discretionary overdraft payments should be used only for occasional and inadvertent overdrafts and should not be relied on in the same manner as, for example, a line of credit.

Less costly alternatives. If more than occasional and inadvertent use of discretionary overdraft payments is anticipated, we believe you should consider less costly alternatives such as linked accounts or obtaining a line of credit to avoid overdraw your account. Under a linked account, your checking account would be connected to another account, such as a savings account, so as to automatically transfer funds from the other account to the checking account as needed to avoid overdrafts. Under a line of credit, you could automatically borrow funds on the line of credit and have them transferred to your checking account as needed to avoid overdrafts. We encourage you to inquire about the alternatives we offer. A line of credit or a linked account can often be cheaper than Courtesy Pay fees.

Courtesy Pay/Non-Sufficient Funds Fees.

Your account will be subject to a Courtesy Pay and/or Non-Sufficient Funds (NSF) fees as disclosed in the schedule of fees and charges.

Categories of Transactions. The categories of transactions for which a Courtesy Pay fee may be imposed are those by any of the following means: checks, transactions made using your checking account number, automatic withdrawals/debits, ACH debits, debit card payments, online bill payments, and Digital Banking transfers.

Time for Repayment. Payment of an overdraft is due immediately.

Circumstances Under Which We Wouldn't Pay. The circumstances under which we wouldn't pay an item or debit that would overdraw your account are entirely within our discretion, and we reserve the right not to pay. However, we are less likely to pay if the member's account is a new account or is not in good standing, or the member is not depositing regularly, or member's checking account(s) balance(s) remains overdrawn/negative for more than thirty (30) consecutive calendar days, or the member is in default on any obligation(s) they have with the Credit Union, or the member has too many overdrafts or the transaction will overdraw the account by more than the total amount covered by the discretionary overdraft payments service as disclosed in the schedule of fees and charges. The fact that we may pay one or more items creating overdrafts does not obligate us to do so in the future.

Processing of Transactions. The order in which we process payments may not be the order in which the transaction occurred. The order in which items are received and processed by us can affect the total amount of the Courtesy Pay fees that you are charged.

Dollar Limit. If we set a dollar limit for the total amount that your account can be overdrawn at one time, Courtesy Pay fees (as well as the amounts of the overdraft items) will apply toward that limit, reducing the amount available under that limit. Dollar limits are disclosed in the schedule of fees and charges, if applicable. Even if we set a dollar limit, we are not required to pay overdrafts up to the limit. The payment of ANY overdraft is completely at our discretion.

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

FUNDS AVAILABILITY POLICY

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

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$275 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

U.S. Treasury checks that are payable to you.

Wire transfers.

Checks drawn on Orange County's Federal Credit Union.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

Cash.

State and local government checks that are payable to you.

Cashier's, certified, and teller's checks that are payable to you.

Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Other Check Deposits Subject to Second-Day Availability

The first \$275 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$275 of the deposit is available on Tuesday. The remaining \$425 is available on Wednesday.

If we cash a check for you that is drawn on another bank, 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 bank, 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

Funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

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

You redeposit a check that has been returned unpaid.

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

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

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

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 \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 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 \$6,725 will not be available until the second business day after the day of your deposit.

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

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

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

ATM check deposit amounts immediately available per business day based on the respective Relationship Rewards Program Level: Patron \$275, Premier \$500, and Platinum \$1,000.

SPECIFIC ACCOUNT DETAILS

Please note that not all of these accounts are available to open online.

PAR VALUE SHARE ACCOUNT

To establish and maintain membership with the Credit Union, you must subscribe to one (1) share in a Par Value Share Account. The par value of a share is \$1.00. If you fail to complete the purchase of one (1) share within six (6) months of your admission to membership, or within six (6) months from the increase in the par value in shares, or if you reduce your Par Value Share Account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within six (6) months of the reduction, you may be terminated from membership. If the balance in the Par Value Share Account is reduced below the required par value, the Credit Union may transfer funds from another share account owned by you to restore the balance to the required par value amount. This share represents your ownership interest in the Credit Union and must remain on deposit for the duration of your membership. Each member must purchase and maintain at least one share in a Par Value Share Account that names the member as the sole or primary owner. Being named as a joint owner of a joint account is not sufficient to establish membership. You must be and remain a member in good standing to maintain any account with the Credit Union.

This account does not earn dividends.

Minimum balance requirements:

The minimum balance required to open and maintain this account is \$1.00.

Transaction limitations:

This account is established solely for the purpose of maintaining the required par value share in accordance with Credit Union membership requirements. The account is non-transactional. Any use of this account beyond its intended purpose may be restricted or reversed at the discretion of the Credit Union, subject to applicable laws and regulations.

BUSINESS SAVINGS ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

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

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance required to open this account is \$25.00.

You must maintain a minimum average daily balance of \$500.00 in your account to avoid a monthly service fee as disclosed in the schedule of fees and charges. If, during any month, your average daily balance is below the required minimum, your account will be subject to a monthly service fee for that month, unless you maintain another business account, a loan or a line of credit within the same business membership.

You must maintain a minimum average daily balance of \$250.00 in your account to obtain the disclosed annual percentage yield.

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

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

BUSINESS MONEY MARKET ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors. This is a tiered account.

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

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance required to open this account is \$2,500.00.

You must maintain a minimum average daily balance of \$2,500.00 in your account to avoid a monthly service fee as disclosed in the schedule of fees and charges. If, during any month, your average daily balance is below the required minimum daily balance, your account will be subject to a monthly service fee for that month.

You must maintain a minimum average daily balance in your account to obtain the disclosed annual percentage yield as set forth in the dividend rate sheet. This is a tiered-rate account with multiple tiers.

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

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

BUSINESS CHECKING ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change at any time, as determined by the credit union board of directors.

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

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

The minimum balance required to open this account is \$100.00.

You must maintain a minimum average daily balance of \$1,500.00 in your account to avoid a monthly service fee as disclosed in the schedule of fees and charges. If, during any month, your average daily balance is below the required minimum, your account will be subject to a monthly service fee for that month, unless you maintain a loan or a line of credit within the same business membership.

You must maintain a minimum daily balance of \$10,000.00 in your account each and every day for the entire dividend period to obtain the disclosed annual percentage yield. Failure to do so will result in no dividend paid for the entire dividend period.

Balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Fees and charges:

An additional transaction fee, as disclosed in the schedule of fees and charges, will be charged for each transaction in excess of 200 during a monthly statement cycle.

BUSINESS TERM SHARE CERTIFICATE

Rate Information - You will be paid the disclosed rate until first maturity.

Compounding frequency - Dividends will be compounded daily.

Crediting frequency - Dividends will be credited to your account monthly and at final maturity.

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

Effect of closing an account - If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

The minimum balance required to open this account and obtain the disclosed annual percentage yield are set forth in the dividend rate sheet.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

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

Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends anytime during the term of crediting after they are credited to your account.

Time requirements - Your account will mature as stated on your certificate.

Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of 30 days or less:
The penalty we may impose will equal 30 days dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than 30 days, but less than 12 months:
The penalty we may impose will equal 90 days dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of 12 months or greater:
The penalty we may impose will equal 180 days dividends on the amount withdrawn subject to penalty.

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

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

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

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, dividends will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. Special Term Certificates will renew at the nearest lower standard term. The dividend rate will be the same we offer on new term share accounts on the maturity date which have the same term (or nearest lower standard term for Special Term Certificates), minimum balance (if any) and other features as the original term share account.

You will have a grace period of seven (7) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

COMMON FEATURES

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

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

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

Dividend Rate Sheet and Schedule of Fees and Charges - Please refer to our separate dividend rate sheet for current dividend rate and annual percentage yield information. All accounts are subject to our schedule of fees and charges, which accompanies this agreement, may be amended, added to, or otherwise modified from time to time, and is incorporated by reference into this agreement and made part of it. We may debit such charges against any account you own (including accounts on which you are a joint owner), without prior notice to you. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, may be treated as an overdraft.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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

Types of Debit Mastercard Point-of-Sale Transactions - You may access your share draft/checking account(s) to purchase goods (in person, online or by phone),

pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Use of the card, the account number on the card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor a Debit Mastercard is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account. When the Credit Union receives notification of a Debit Mastercard transaction, it will put a hold on an equivalent amount of funds in your share draft/checking account for three days or until the day the transaction is charged to your account.

Personal Identification Number. The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the Debit Mastercard for transactions that require the use of a PIN. This number should be memorized-DO NOT write it on your Debit Mastercard. After memorizing your PIN, you should destroy the notice disclosing your PIN. If you forget your PIN, contact the Credit Union and we will issue you a new one.

Termination. You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your Debit Mastercard or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your Debit Mastercard, PIN or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your Debit Mastercard, PIN or account; or
- c) you or any authorized user of your Debit Mastercard, PIN or account request that we do so.

Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

Waiver of Rights. The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

Access Cards. All Debit Mastercards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any Debit Mastercard upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

Responsibility for Transactions. You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Debit Mastercard PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

Currency Conversion and Cross-Border Transaction Fees. If you initiate a transaction with your Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

Merchant Disputes. For POS transactions directly accessing a line of credit, the credit union is not responsible for the refusal of any merchant or financial institution to honor the card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the credit union sent or participated in sending to you or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

Illegal Use of a Debit Mastercard. You agree that your Debit Mastercard Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debits incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Security Procedures. Electronic services allow direct access to your account. We may issue access codes, cards and/or PINs at your request. You agree to ensure the integrity of internal security procedures with regard to electronic services:

- You agree to immediately notify us when you terminate any rights to an electronic service.
- You agree to provide written instructions to all employees about the importance of protecting access codes, cards and/or PINs.
- You agree to examine your receipts and periodic statements in a timely manner.
- Once an access code, card, or PIN has been issued, it cannot be transferred to another person.

Notification of Unauthorized or Erroneous Transactions. The error resolution and liability notice located on the back of your periodic statement or with other documents you may receive from us including disclosures or agreements, if any, do not apply to business accounts unless specifically indicated.

You must notify the credit union as soon as possible if you discover any unauthorized transactions or errors. We must receive written notice of and, at our request, an affidavit regarding the unauthorized transaction or error in a form satisfactory to us, within a reasonable time not to exceed 14 calendar days from (a) the date of your discovery of the unauthorized transaction or error or (b) the date that we transmitted the first statement, report, or other document reflecting the problem, whichever occurs first. For ACH transactions, we must receive written or oral notice by the established cut-off time on the business day following the posting date of the transaction. If you do not notify us within these timeframes or if the transaction was authorized or was not erroneous, you agree that you will be liable for the transaction (unless prohibited by applicable law) and, if you sustain losses, you will be responsible for any and all such losses (as well as any loss of interest) that result from or are related to the transaction (except for losses caused by our failure to exercise ordinary care), including losses resulting from or related to your failure to give us such notice or that might have been prevented by your giving us such notice, and you further agree to indemnify, defend, and hold us harmless from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) that you or the credit union may incur in connection with the transaction. If we attempt to correct or take any similar action concerning the unauthorized transaction or error, you agree to indemnify, defend, and hold us harmless from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) that you or the credit union may incur in connection our attempt to correct or our taking of any similar action(s).

Additional Limits on Liability for Debit Mastercard. You will not be liable for any unauthorized transactions using your Debit Mastercard if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft you promptly reported the loss or theft to us.

Travel Notification. If you will be traveling and plan on using your Orange County's Federal Credit Union Visa® or Debit Mastercard®, we recommend notifying your credit union in advance. Changes in your spending pattern, especially transactions made out of state or overseas, often trigger a security alert with our fraud detection system.

If there appears to be fraudulent activity on your card, your ability to use your card may be temporarily suspended, and a representative of the Credit Union's card security will immediately attempt to contact you.

However, if you are traveling, it may be difficult to reach you to verify the charges, and you could be inconvenienced if you are unable to use your card. That is why we ask that you contact us before you plan to travel and use your Orange County's Federal Credit Union Visa® or Debit Mastercard. Travel alerts can be set up in Online Banking for credit cards. For your Debit Mastercard you can contact the credit union to advise us of your next trip at 888-354-6228, Monday through Friday, from 8 a.m. to 7 p.m., and Saturday, 9 a.m. to 2 p.m.

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

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your savings, money market, or checking account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your savings, money market, or checking account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking

account using information from your check or draft to pay for purchases or pay bills.

- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Telephone Banking - As an added convenience, members have immediate access to our Telephone Banking Service. To utilize this Service, you will need a touch tone phone and a personal identification number, which we will assign and provide to you. You may change your personal identification number by calling the Credit Union. You may access your account by telephone, to:

- obtain account and loan balances
- obtain loan payment due date
- obtain last dividend, date and amount
- obtain clearance of specific checks
- request a check withdrawal from your share/savings, money market, or share draft/checking account(s)
- transfer funds between your share/savings, money market, and share draft/checking account(s)
- access your line of credit to request loan advances
- transfer funds from your line of credit to your share/savings, money market, or share draft/checking account(s)
- make loan payments
- make stop payments

You understand that you cannot use the Telephone Banking System without an identification number, which we refer to as a Telephone Banking PIN. You are responsible for the safekeeping of your Telephone Banking PIN and for all transactions made by use of the Telephone Banking System.

You will notify us immediately and send written confirmation if your Telephone Banking PIN is disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the PIN immediately to prevent transactions on your account if anyone not authorized by you has access to your Telephone Banking PIN. If you disclose your Telephone Banking PIN to anyone, however, you understand that you have given them access to your account via the Telephone Banking System and that you are responsible for any such transactions.

You further understand that your Telephone Banking PIN is not transferable and you will not disclose your Telephone Banking PIN or permit any unauthorized use thereof.

Digital Banking - As an added convenience, members may enroll in our Digital Banking Service. To utilize this Service, you must have a computer, modem, internet service, and browser. You may access our Digital Banking Service by logging onto our website at www.orangecountyscu.org using your user name and password. You may change your user name and password. To utilize the Mobile Banking service, you must have an active credit union membership and a mobile device with a service plan that includes text messaging and data and internet access. You must also download our mobile banking app and use your username and password. Third party fees may apply for data and internet access and text messaging. Contact your mobile device carrier for additional information. You may access your account(s) by computer or mobile app, to:

- obtain account, loan and line of credit balance information
- obtain loan and line of credit payment due date and payoff information
- obtain last dividend, date and amount
- transfer funds between your share/savings, money market, share draft/checking, and line of credit account(s)
- download transaction information to personal financial management software from share draft/checking and share/savings account(s)
- make loan and line of credit payments
- set travel notifications
- report Debit Mastercard lost and/or stolen
- temporarily block Debit Mastercard
- send funds to other Orange County's Federal Credit Union account holders instantly, subject to a daily transfer limit
- pay bills through the Bill Pay service from checking account(s)
 - See Additional Disclosures Applicable to Bill Pay Services below for additional information
- transfer funds between your Credit Union account(s) and account(s) you have at other financial institutions, subject to per transfer, daily, and monthly amount limitations.
- transfer funds from your Credit Union account(s) to other individuals, subject to per transfer, daily, and monthly amount limitations.

Mobile Deposits - If eligible, Mobile Banking to deposit checks remotely using the Mobile Deposit service, subject to the per check deposit and daily limits. Please refer to the separate Mobile Deposit User Agreement for additional information.

Online and Mobile Banking Username and Passwords. You understand that you cannot use Digital Banking or Mobile Banking without a Digital Banking Username or Password, which we refer to hereinafter as your "Password." YOU AGREE THAT THE USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

All owners will have their own Username and Password and are responsible for the safekeeping of their Password and for all transactions made by use of the Digital Banking or Mobile Banking Services. You will notify us immediately by phone and send written confirmation if your Password is disclosed to anyone. If any owner discloses their Password to anyone (including, without limitation, an account aggregate service provider), however, you understand and agree that you have given

them access to your account via the Services and you are responsible for any such transaction. You understand and agree that you must change your Password immediately to prevent transactions on your account if anyone not authorized by you has access to your Password. You further understand and agree that your Password is not transferable and you will not disclose it or permit any unauthorized use thereof. If you voluntarily subscribe to a third party account aggregation service where your selected Credit Union deposit and loan account(s) and/or your accounts at other financial/investment institutions may be accessed on a website, you may be requested to give your Password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at the Credit Union.

We recommend that you change your Password regularly and that your Password contain at least six (6) characters including numbers and letters and that you do not use Passwords that could be easily guessed, such as your birthdate, last name, or other information that may be publicly available. We are entitled to act on instructions received under your Password. For security purposes, you must keep your password and account information confidential. This means that you should memorize your Password and not write it down. If, through your own negligence or otherwise, you make your Password available to an unauthorized third party, you agree to notify us immediately. In such a case, you understand that we may terminate your access to the Services to protect the security of the Services and your account.

The Credit Union will never contact you and ask you to provide your PINs or Passwords. If you are contacted by anyone claiming to be a representative of the Credit Union who asks you to provide any PIN or Password, you understand that you should not provide your PIN or Password and you should contact us at (888) 354-6228 immediately to report the incident.

The Credit Union recommends that you purchase and utilize anti-malware software as a defense against keyloggers and certain forms of attacks by unauthorized third parties seeking access to or control over your account. Anti-malware is a term that is commonly used to describe various software products that may also be referred to as anti-virus or anti-spyware. Anti-malware software is used to attempt to prevent, detect, block, and remove adware, spyware, and other forms of malware such as keyloggers.

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (714) 755-5900 to find out whether or not the deposit has been made.
- **Periodic statements.**
 - You will get a monthly account statement from us for your share draft/checking accounts.
 - You will get a monthly account statement from us for your share/savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

FINANCIAL INSTITUTION'S LIABILITY

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevent the transfer, despite reasonable precautions that we have taken.
- (6) The money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction.
- (7) Your Debit Mastercard has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly.
- (8) Your Debit Mastercard or PIN has been reported lost or stolen and we have blocked the account.
- (9) The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
- (10) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders or other legal process; or
- (4) if you give us your prior oral or written permission.

**ADDITIONAL DISCLOSURES APPLICABLE
TO BILL PAY SERVICES**

Right to Stop Payment of Preauthorized Transfers. Concerning your rights and duties to stop payment of preauthorized transfers, if you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how:

For Bill Payments

- In order to cancel a payment, you must sign into Digital Banking and then click on Pay Bills. This will display the Overview page. Click on the Scheduled Tab to locate the Payments Scheduled. Click on the Expand Arrow and under Actions select "Delete Transaction" next to the payment you would like to cancel. Follow the directions provided on the Bill Pay screens.
- Future-dated payments can be cancelled prior to 2:30 p.m. PST on the scheduled "Send On" day.

Alternative Method

The easiest and most convenient way to cancel a payment or transfer is through the method described above. However, you may request to cancel a scheduled or recurring payment by calling us at (714) 755-5900 or toll free at (888) 354-6228, or write to us at Orange County's Federal Credit Union, PO Box 11777, Santa Ana, CA 92711-1777, or e-mail us through the Secured Messaging via Digital Banking.

We must receive your request in writing or by e-mail within 3 business days before the payment or transfer is scheduled for processing. If you call or write to cancel a payment that has been sent by check and has not yet been presented for payment, you will be charged the stop payment fee as stated on the schedule of fees and charges or in accordance with the Bill Payment Disclosure provided at the time the service was opened. The stop payment fee will be charged to the Bill Payment funding account.

Right to Receive 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.

Transactions Available. You may use your Payment Manager Bill Pay Service to perform the following transactions:

- **Add/Edit Payee:** Payee refers to the entity to which you pay bills. The payee can be a company, organization, or individual. The Add/Edit payee feature allows you to add payees to, delete payees from or edit payee information on your personal list of payees.
- **Make nonrecurring payments from share draft/checking:** This feature allows you to schedule one-time payments to payees. This feature enables you to specify the amount of the payment and the processing date.
- **Make recurring payments from share draft/checking:** This feature allows you to schedule recurring payments to payees.

- **View History:** View History permits you to see payments made over a specified time period.
- **Payment Notifications:** Receive an e-mailed notification that a scheduled payment has been made.

Limitations on Transactions. The following are limitations to the use of the Payment Manager Bill Pay Service:

- New users and existing users of the bill payment service is subject to respective per payment and daily limit;
- Payments to or from person(s) or entities located in prohibited territories (including any territory outside of the United States);
- Payments that violate any law, statute, ordinances or regulation;
- Bill payments can only be made from your checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- The bill being paid must be in the member's name.

Methods and Restrictions. Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

Member Responsibilities. You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by payee(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the payee on or before the due date.

