



SUN COMMUNITY
FEDERAL CREDIT UNION

Shine On!

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All About Your Credit Union Account Disclosures

Savings Accounts

Club Accounts

Money Market Accounts

IRA Accounts

Checking Accounts

Certificate Accounts

Electronic Fund Transfers

Funds Availability

Unclaimed Property

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YOUR TRUTH-IN-SAVINGS DISCLOSURE

This "All About Your Credit Union Account Disclosure, Truth in Savings Disclosure," as may be amended from time to time ("TIS Disclosure"), governs your accounts with Sun Community Federal Credit Union. This TIS Disclosure is subject to applicable federal laws, the laws of the State of California (including the California Uniform Commercial Code) 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 TIS Disclosure can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to: provide disclosures as required by the federal Truth in Savings Act; summarize some laws that apply to common transactions; establish rules to cover transactions or events which the law does not regulate; establish rules for certain transactions or events which the law regulates but permits variation by agreement; and disclose some of our policies to which you may be entitled or in which you may be interested. Please read this TIS Disclosure completely and retain it with your personal records.

In this TIS Disclosure, "you", "your", "yours", "account holder", "account owner", and "member" mean the member, joint owner, trustee, or other signer, as well as anyone you permit to access your account, and each and every person who is subject to this TIS Disclosure as a result of signing or accepting (including providing an electronic or digital signature or acceptance) a membership application and/or an account agreement for a Credit Union account, including any savings, checking, certificate account. "We", "us", "our", "Credit Union" and "Sun Community FCU" mean Sun Community Federal Credit Union.

Share "savings" accounts, share "checking" accounts, and share "certificate" accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in any membership application and/or account agreement submitted, completed, or accepted by you. By signing an application for membership (including providing an electronic or digital signature or acceptance) or by otherwise opening an account with Sun Community FCU, you agree to be bound by the terms of our membership application as well as this TIS Disclosure, and all amendments thereto. All such terms are by this reference hereby incorporated in their entirety into this TIS Disclosure and become an integral part of this TIS Disclosure. You may always obtain more information by calling us at (760) 337-4200 or (800) 404-3323.



INFORMATION REGARDING MEMBER IDENTIFICATION

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 or legal entity that opens an account. Federal law also requires all U.S. financial institutions to obtain, verify, and record information that identifies the beneficial owners of a legal entity that opens an account.

What this means for our Members: 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 objects. In addition, when you open an account on behalf of a legal entity, we will ask for the names, addresses, dates of birth and other identification information of the beneficial owners of the legal entity. This information will be used to verify your identity and, in the case of a legal entity, the identity of the beneficial owners. As appropriate, we may ask for additional documentation or information. In some cases, identification will be requested for current members if the original documentation was not obtained with the opening of the account.

GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

PAR VALUE

The par value of a share in Sun Community Federal Credit Union is \$5.

BYLAW REQUIREMENTS

The maximum amount of savings which may be held by any one member shall be established from time to time by resolution of the Board of Directors. You must purchase a \$5 share in the Credit Union by opening a Secure Savings, M3 Money Club, or Elements Account.

A member who fails to complete payment of one share within six months of his admission to membership, or within six months from the increase in the par value in shares, or a member who reduces his savings balance below the par value of one share and does not increase the balance to at least the par value of one share within six months of the reduction may be terminated from membership at the end of a dividend period. Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than seven days and not more than 60 days' notice of intention to withdraw the whole or any part of the amounts paid in by them. No

member may withdraw shareholdings that are pledged as required for security on loans without the written consent of the loan committee or a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent, without the written consent of the loan committee or loan officer.

REQUIREMENT OF MAINTAINING AND OPENING A SAVINGS ACCOUNT

You must open a Secure Savings, M3 Money Club, or Elements Account to open any subsequent accounts. You must maintain the Secure Savings, M3 Money Club, or Elements Account to avoid closure of that account and any subsequent accounts. If you should close your Secure Savings Account, M3 Money Club, or Elements Account within the first six months of the date of opening, you will be charged the fee stated in the accompanying Fee Schedule. In order to open your account, you need to furnish us with your Social Security Number (SSN). Privacy Act Notice-Section 6109 requires you to furnish your correct TIN (Taxpayer Identification Number) to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you.

ACCRUAL OF DIVIDENDS

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before close of business, with the exception of direct deposit payroll. Direct deposit payroll is accrued from the time payment is received by the institution and not when it is credited to the individual accounts.

DIVIDEND RATES

The initial dividend rate and Annual Percentage Yield on our savings, checking and certificate accounts are stated on the Savings Rate Schedule accompanying this Disclosure. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

FINANCIAL ABUSE REPORTING

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectability of funds are subject to dispute; or misuse or abuse of account services;

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

CHANGES IN TERMS AND CONDITIONS

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish

from time to time. The Credit Union has the right to change the terms and conditions of this TIS Disclosure at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this TIS Disclosure. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

GOVERNING LAW

This TIS Disclosure shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

ENFORCEMENT

You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this TIS Disclosure. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this TIS Disclosure, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

SEVERABILITY

If any part of this TIS Disclosure should be held to be unenforceable, the remaining provisions of this TIS Disclosure shall remain in full force and effect.

WAIVER OF CERTAIN RIGHTS

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Disclosure with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Disclosure.

➡ *Substitute Checks And Your Rights*

WHAT IS A SUBSTITUTE CHECK

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

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

YOUR RIGHTS REGARDING SUBSTITUTE CHECKS

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

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

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

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

MAKE A CLAIM FOR A REFUND

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (760) 337-4200 or P.O. Box 4210, El Centro, CA 92244-4210.

You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

➡ *Courtesy Pay Program*

COURTESY PAY PROGRAM

The Credit Union recognizes that sometimes you may overdraw your checking account. In such cases the Credit Union may decide to honor checks and other electronic means for which there are insufficient funds. This is the Credit Union's Courtesy Pay Service. The Credit Union provides the Courtesy Pay Service as an accommodation to you and is not obligated to do so, even when it has done so in the past. By default, at

account opening, the standard Courtesy Pay service that comes with your account will strive to authorize and pay items such as checks and payments that use the account and routing number. However, it will not cover ATM withdrawals and everyday debit card transactions unless you give affirmative consent (opt-in) for us to do so.

By participating in the program, the Credit Union may honor overdrafts, including checks, automated debits (ACH), point-of-sale (POS) transactions, MasterCard Debit Card transactions, and ATM withdrawals up to your assigned Courtesy Pay limit.

Unless the Credit Union currently has your affirmative consent (opt-in), we will not be able to approve your overdrafts for ATM withdrawal and MasterCard Debit Card transactions. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawal and MasterCard Debit Card purchases, contact us at (760) 337-4200 and we will send you the Courtesy Pay Consent Form to be e-signed (email required) or you may visit any of our branch locations to sign the form in person.

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Courtesy Pay fee. The maximum dollar amount of overdrafts plus the Courtesy Pay fee the Credit Union will cover for each member varies based on the assigned system generated Courtesy Pay limit.

When the Credit Union honors overdraft items, you must deposit funds immediately, however in no case more than forty-five (45) days from the date the account went negative. If you fail to cover the total overdraft amount within forty-five (45) days, the Credit Union may close your account and pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from other accounts you have with us to cover the overdraft.

The Courtesy Pay Service fee is a flat fee charged regardless of the transaction amount or the amount the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union. The charge for Courtesy Pay Service is stated on the Fee Schedule.

The Courtesy Pay Service Fee is assessed on your available balance, not your balance. Your available balance takes into consideration such items as, but not limited to, pending transactions, preauthorization holds, and holds placed on a deposit.

The following example illustrates how this works:

Assume your actual and available balance are both \$40, and you use your debit card at a restaurant to pay your bill totaling \$30. If the restaurant requests authorization in the amount of \$30, an authorized hold is placed for \$30 in your account. Your available balance is only \$10, but the actual balance remains \$40. Before the restaurant charge is sent to us for payment, a check that you wrote for \$40 is presented for payment. Because your available is only \$10 due to the \$30 authorization hold, your account will be overdrawn by \$30 when the check transaction is posted to your account even though your actual balance is \$40. This example, if we pay the \$40 check in accordance with our standard overdraft service, we will charge you a fee for overdrawing your account as disclosed in the Fee Schedule. The fee will also be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we

will release the authorization hold and pay the transaction amount to the restaurant. The transaction amount may be \$30 or a different amount (for example, if you added a tip). Even though the amount of the restaurant charge exceeds your available balance at the time the charge is settled (i.e., at the time the merchant or its financial institution requests payment or the transaction posts to your account), we will not charge you a fee for overdrawing your account since you had a sufficient available balance in your account at the time the restaurant charge was authorized and approved.

ABOUT OUR SAVINGS ACCOUNTS

Sun Community Federal Credit Union's share ("savings") accounts let you deposit your money in a savings account and withdraw your money at any time (with the exception of IRA's). Our savings accounts are the Secure Savings, Special Savings, Christmas Club, Hello Summer, M3 Money Club, Elements Account, Opportunity Money Market, and IRA Accounts.

BALANCE COMPUTATION METHOD

We compute the balance in our Savings Accounts to determine the dividends you will be paid by using the daily balance method, which applies a daily periodic rate to the balance in your account each day.

DIVIDEND COMPOUNDING AND CREDITING

For savings accounts, the dividend period is monthly. Dividends will be compounded monthly and will be credited monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Savings Rate Schedule. If you close your savings accounts before dividends are credited, you will not receive accrued dividends.

TRANSACTION LIMITATIONS

No more than six preauthorized, automatic, online, or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone, or messenger. There are no limits on the number of withdrawals if initiated in person.

➔ *Secure Savings Account*

RATE INFORMATION

Our Secure Savings Account is designated as a variable rate account on the Savings Rate Schedule. The dividend rate and annual percentage yield may change monthly at the Credit Union's discretion. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Savings Rate Schedule.

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

The minimum deposit required for you to open a Secure Savings Account is \$5. You must maintain a minimum daily balance of \$50 in order to obtain the Annual Percentage Yield stated in the Savings Rate Schedule.

➔ *Special Savings Account*

RATE INFORMATION

Our Special Savings Account is designated as a variable rate account on the Savings Rate Schedule. This rate and yield may change. The dividend rate and annual percentage yield may change monthly at the Credit Union's discretion. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Savings Rate Schedule

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

The minimum deposit required for you to open a Special Savings Account is \$5. You must maintain a minimum daily balance of \$50 in order to obtain the Annual Percentage Yield stated in the Savings Rate Schedule.

➔ *Christmas Club Account*

Stocking stuffers, presents under the tree, or a trip to the North Pole. It's all possible with a Christmas Club account. You make the monthly deposits then watch your money grow and we'll deposit funds directly into your checking or savings account upon maturity.

RATE INFORMATION

Our Christmas Club Account is designated a fixed rate account on the Savings Rate Schedule. This rate and yield will not change unless we notify you at least 30 days prior to the change.

TRANSACTION LIMITATIONS

The maximum amount you may deposit within a calendar month is \$1000. The account will mature on November 1st. This means all the funds in the account will be transferred to your checking account or to your savings account, if you do not have a checking, on or about November 1st each year. The account will remain open so that you may continue depositing funds in the account to be transferred on the next maturity date. You may withdraw funds from this account at any time without penalty.

MINIMUM BALANCE REQUIREMENTS

To open a Christmas Club Account you must deposit a minimum of \$5.00.

FEES

There are no fees associated with opening or maintaining this account.

➔ *Hello Summer Account*

Save for your dream vacation or send the kips to camp. With Hello Summer Savings account, you'll make monthly deposits, watch your money grow, and we'll deposit funds directly into your checking or savings account upon maturity.

RATE INFORMATION

Our Hello Summer Account is designated a fixed rate account on the Savings Rate Schedule. This rate and yield will not change unless we notify you at least 30 days prior to the change.

TRANSACTION LIMITATIONS

The maximum amount you may deposit within a calendar month is \$1000. The account will mature on July 1st. This means all the funds in the account will be transferred to your checking account or to your savings account, if you do not have a checking, on or about July 1st each year. The account will remain open so that you may continue depositing funds in the account to be transferred on the next maturity date. You may withdraw funds from this account at any time without penalty.

MINIMUM BALANCE REQUIREMENTS

To open a Hello Summer Account you must deposit a minimum of \$5.00.

FEES

There are no fees associated with opening or maintaining this account.

➔ *M3 Money Club Account*

Our M3 Money Club Account is designed for children up to the age of 12 years. A parent or legal guardian must be named as the custodian of this account.

RATE INFORMATION

Our M3 Money Club Account is designated as a variable rate account on the Savings Rate Schedule. The dividend rate and annual percentage yield may change monthly at the Credit Union's discretion. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Savings Rate Schedule.

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

The minimum deposit required for you to open an M3 Money Club is \$5. You must maintain a minimum daily balance of \$5 in your M3 Money Club Account to obtain the Annual Percentage Yield stated on the Savings Rate Schedule.

➔ *Elements Account*

Our Elements Account is designed for children between the ages of 13 to 17 years of age. A parent or legal guardian must be joint owner or named the custodian of this account.

RATE INFORMATION

Our Elements Account is designated as a variable rate account on the Savings Rate Schedule. The dividend rate and annual percentage yield may change monthly at the Credit Union's discretion. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Savings Rate Schedule

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

The minimum deposit required for you to open an Elements Account is \$5. You must maintain a minimum daily balance of \$5 in your Elements Account to obtain the Annual Percentage Yield stated on the Savings Rate Schedule.

➔ *Opportunity Money Market Account*

RATE INFORMATION

Our Opportunity Money Market Accounts are designated as tiered variable rate accounts on the Savings Rate Schedule. We offer a boost in your dividend rate if you have an open checking account with 10 or more ATM, POS, or Debit Card transactions clearing per calendar month. Please refer to the Savings Rate Schedule for the rates available. The dividend rate and annual percentage yield may change monthly at the Credit Union's discretion. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Savings Rate Schedule.

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

The minimum deposit required for you to open an Opportunity Money Market Account is \$500. There is no minimum daily balance required in order to earn the Annual Percentage Yield stated on the Savings Rate Schedule. You must maintain a daily balance of \$2500 to avoid the monthly service fee, titled Opportunity Money Market Fee, as stated on the Fee Schedule. The daily balance is determined by the balance in your money market account at the end of each day.

➔ *IRA Account*

We offer Traditional, SEP, and Roth IRA's. In addition, we offer the Coverdell Education Savings Account.

RATE INFORMATION

Our IRA savings accounts are designated variable rate accounts on the Savings Rate Schedule. The dividend rate and annual percentage yield may change monthly at the Credit Union's discretion. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Savings Rate Schedule.

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

The minimum deposit required for you to open an IRA Account is \$50. You must maintain a minimum daily balance of \$5 in your IRA Account to obtain the Annual Percentage Yield stated on the Savings Rate Schedule.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

ABOUT OUR CHECKING ACCOUNTS

We offer the following checking accounts which let you withdraw your money and write checks against your account at any time subject to funds availability. Our checking accounts are the Secure Checking, Secure Teen Checking, Secure Senior Checking Accounts, Smart Checking Accounts, Choice Checking Accounts and Benefit Checking Accounts.

DIVIDEND COMPOUNDING AND CREDITING

For Checking Accounts, the dividend period is monthly. Dividends will be compounded monthly and will be credited monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Savings Rate Schedule. If you close the Checking Account before dividends are credited, you will not receive accrued dividends.

➔ *Secure Checking Account*

This account has been discontinued

RATE INFORMATION

Our Secure Checking Account is designated as a non-dividend account on the Savings Rate Schedule.

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

There is no minimum deposit required for you to open a Secure Checking Account. The Secured Checking Account primary owner must be enrolled in eStatements or primary owner must be 65+ years of age in order to avoid the monthly service fee titled Secure Checking Account Fee as stated on the Fee Schedule.

➔ *Secure Teen Checking Account*

Our Secure Teen Checking Account is designed for children between 13 and 17 years of age. A parent or legal guardian must be joint owner of this account.

RATE INFORMATION

Our Secure Teen Checking Account is designated as a non-dividend account on the Savings Rate Schedule.

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

There is no minimum deposit required for you to open a Secure Teen Checking Account. There is no minimum balance required to avoid closure.

➔ *Secure Senior Checking Account*

Our Secure Senior Checking Account was designed for eligible members who are 60 years of age or above. This account has been discontinued

RATE INFORMATION

Our Secure Senior Checking Account is designated as a non-dividend account on our Savings Rate Schedule.

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

There is no minimum deposit required for you to open a Secure Senior Checking Account.

➔ *Smart Checking Account*

Our Smart Checking Account is designed for individuals between the ages of 18 to 24.

RATE INFORMATION

Our Smart Checking Account is designated as a non-dividend account on the Savings Rate Schedule.

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

The minimum deposit required for you to open a Smart Checking Account is \$25. There is no minimum daily balance required in order to maintain the Smart Checking Account.

➔ *Choice Checking Accounts*

RATE INFORMATION

Our Choice Checking Account is designated a variable rate account on the Savings Rate Schedule. The dividend rate and annual percentage yield may change monthly at the Credit Union's discretion. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Savings Rate Schedule

BALANCE COMPUTATION METHOD

We compute the balance in our Choice Checking Account to determine the dividends you will be paid by using the daily balance method, which applies a daily periodic rate to the balance in your account each day.

MINIMUM BALANCE AND DEPOSIT

REQUIREMENTS

The minimum deposit required for you to open a Choice Checking Account is \$50. You must maintain a minimum daily balance of \$500 in order to earn the Annual Percentage Yield stated on the Savings Rate Schedule. The Choice Checking account primary owner must be enrolled in eStatements, or primary owner must be 65+ years of age in order to avoid the monthly service fee, titled Choice Checking Fee, as stated on the Fee Schedule.

➔ *Benefit Checking Account*

Our Benefit Checking Account is available to employees of Employer Sponsor Account holders or for employees of our Community Partners. "Employer Sponsor Accounts" are checking accounts opened by eligible business members.

RATE INFORMATION

Our Benefit Checking Account is designated as a tiered variable rate account on the Savings Rate Schedule. The dividend rate and annual percentage yield may change monthly at the Credit Union's discretion. The dividend rates and annual percentage yields are the rates and yields as of the last dividend declaration date that is set forth in the Savings Rate Schedule

BALANCE COMPUTATION METHOD

We compute the balance in our Benefit Checking Account to determine the dividends you will be paid by using the daily balance method, which applies a daily periodic rate to the balance in your account each day.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum deposit required for you to open a Benefit Checking Account. There is no minimum daily balance required in order to earn the Annual Percentage Yield stated on the Savings Rate Schedule. You must be receiving direct deposit from the Employer Sponsor Account or from the Community Partner in order to waive the monthly service fee, titled Benefit Checking Fee, as stated on the Fee Schedule.

ABOUT OUR CERTIFICATE ACCOUNTS

Our certificate accounts let you deposit your money for a specified period of time. They are the Certificate, Jumbo Certificate, and IRA Certificate. The various maturity options available are stated in the accompanying Savings Rate Schedule.

ANNUAL PERCENTAGE YIELD

The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal of dividends from your account, your earnings will be reduced.

RATE INFORMATION

The certificate accounts are designated fixed rate accounts on the Savings Rate Schedule. You will be paid these rates and yields until maturity.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly and at maturity.

BALANCE COMPUTATION METHOD

We compute the balance in the certificate accounts to determine the dividends you will be paid by using the daily balance method, which applies a daily periodic rate to the balance in your account each day.

ACCOUNT LIMITATIONS

You may make withdrawals of dividends from your account at any time after they are credited. For early withdrawals, see Early Withdrawal Penalty.

MATURITY

Your account will mature as reflected on the Savings Rate Schedule. The maturity date will be stated on the certificate provided to you at the time of opening your account.

EARLY WITHDRAWAL PENALTY

We may impose a penalty if you withdraw principal from your account before the maturity date. The penalty imposed shall be based on the amount withdrawn and the term of the certificate. If the certificate term is less than one year, the penalty will be a loss of 90 days of dividends on the principal amount withdrawn. If the certificate term is one year or more, the penalty will be a loss of 180 days of dividends on the principal amount withdrawn.

If the amount withdrawn reduces the principal balance below the required minimum, you will be assessed a penalty on the entire principal balance and the account will be closed. For IRA Certificates, IRS tax penalties may also apply.

EXCEPTIONS TO EARLY WITHDRAWAL PENALTIES

The early withdrawal penalties stated below will not apply if any one of the following is true:

1. The withdrawal is made subsequent to the death of any owner of the savings account or the certificate account or is made pursuant to the Credit Union's Bylaws.
2. The certificate account is part of a pension plan which qualifies or is qualified for specific tax treatment under Section 401 (d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon reaching the mandatory distribution age.
3. The withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

For IRA Certificates, even when an early withdrawal penalty is waived, IRS tax penalties may apply.

RENEWAL OF ACCOUNT/GRACE PERIOD

Your account will automatically renew at maturity for the same time as the original term unless you prevent renewal by withdrawing all of the funds in your account at maturity or within a grace period of 10 days after maturity. If you withdraw any of the principal after the grace period has expired the account will be assessed the Early Withdrawal Penalty.

PLEDGING OF FUNDS

Certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Savings invested for an Individual Retirement Account (IRA) or Keogh Plan may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the Early Withdrawal Penalty.

➔ *Certificate Account*

Our Certificate Accounts are offered with terms ranging from 3 to 60 months.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The various minimum deposit requirements necessary to open and maintain a certificate account are stated in the accompanying Savings Rate Schedule. If the certificate account is closed, the funds will be transferred to a savings account where they will continue to earn dividends at the rate paid on that savings account.

➔ *Jumbo Certificate Account*

Our Jumbo Certificate Accounts are offered with terms ranging from 3 to 60 months.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The various minimum deposit requirements necessary to open and maintain a certificate account are stated in the accompanying Savings Rate Schedule. If the certificate account is closed, the funds will be transferred to a savings account where they will continue to earn dividends at the rate paid on that savings account.

➔ *IRA Certificate Account*

Our IRA Certificate Accounts are offered with terms ranging from 3 to 60 months. Our IRA Accounts are the Traditional IRA, Roth IRA, SEP IRA, and Coverdell Education Savings Account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The various minimum deposit requirements necessary to open and maintain an IRA certificate account are stated in the accompanying Savings Rate Schedule. If the certificate account is closed, the funds will be transferred to a savings account where they will continue to earn dividends at the rate paid on that savings account.

INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

This EFT Disclosure and TIS Disclosure as amended from time to time ("EFT Agreement") sets forth the terms and conditions governing the use of the Sun Community Federal Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Sun Community Federal Credit Union is given below, followed by specific disclosure information for each service. Sun Community Federal Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an "electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider"). The terms and conditions for such electronic fund transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. This EFT Agreement takes the place of all prior EFT Agreements and disclosures governing the use of all electronic services. By retaining, using,

or allowing others to use the electronic services offered by Sun Community Federal Credit Union, you are agreeing to be bound by the terms and conditions of this EFT Agreement. In this EFT Agreement, the term "you" and "your(s)" refer to the member; "we," "us," "our(s)" and "Credit Union" refer to Sun Community Federal Credit Union; "ATM Card" means the Sun Community Federal Credit Union ATM Card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Debit Card" means the Sun Community Federal Credit Union Mastercard® Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means the account designated on the application for your ATM Card or Debit Card; "POS" means point-of-sale; and "Transaction" means use of the ATM Card, Debit Card or the Account number on the Card, together with a Personal Identification Number or Code ("PIN") when required.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the ATM or POS terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

PERSONAL IDENTIFICATION NUMBER

You will be able to select your own PIN in person, or over the phone. The PIN must be used with the ATM Card and Debit Card for transactions that require the use of a PIN. This number should be memorized. DO NOT write it on your ATM Card or Debit Card, or where it is easily accessible to others. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget, misplace, or otherwise disclose your PIN, contact the Credit Union and you will be able to select a new PIN.

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all transactions you make with the ATM Card or Debit Card, or that you authorize another person to make with these Cards. You understand that if you disclose your ATM Card or Debit Card 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.

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.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION

If you believe your ATM Card, Debit Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, call us at (760) 337-4200 or (800) 404-3323, write to us at P.O. Box 4210, El Centro, CA 92244 or notify us in person at any of our branches.

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

BUSINESS DAYS

Our Business Days are Monday through Friday, excluding federal holidays.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from your share or share draft/checking account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account (your available balance) to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your ATM Card or Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your ATM Card or Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (760) 337-4200 between 8:00 a.m. and 5:00 p.m. Monday through Thursday; between 8:00 a.m. and 6:00p.m. on Friday; between 9:00 a.m. and 3:00 p.m. on Saturday, or write us at P.O. Box 4210, El Centro, CA 92244-4210 as soon as possible, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.

2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized Mastercard transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

CHARGES

In order to obtain the electronic services listed, you must open a savings account and maintain a savings balance of \$5. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule which accompanies this EFT Disclosure or provided to you at account opening.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agencies or court orders or other legal processes; or
- d) if you give us your prior oral and written permission.

ADDRESS CHANGE

Keep the Credit Union informed of your current address to ensure correct mailing of monthly statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

AMENDMENTS

The Credit Union may change the terms and conditions of this TIS Disclosure from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days

prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, Debit Cards or designated accounts.

TERMINATION

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

- a) you or any authorized user of your ATM Card, Debit Card, 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 ATM Card, Debit Card, PIN or account; or
- c) you or any authorized user of your ATM Card, Debit Card, PIN or account request that we do so.

ATTORNEYS' FEES AND OTHER FEES

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside service fees incurred while we are enforcing our rights under this EFT Agreement.

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 EFT Agreement or the law any number of times without losing its right to enforce them at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the EFT Agreement, this EFT Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

If any part of this EFT Agreement should be held to be unenforceable, the remaining provisions of this EFT Agreement shall remain in full force and effect.

OVERDRAFTS

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

REFUSAL TO HONOR CARD

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the ATM Card or Debit Card, or to complete a withdrawal from your Account, or for their retention of the ATM Card or Debit Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the ATM Card or Debit Card or for their retention of the ATM Card or Debit Card.

WHO IS BOUND BY THIS TIS Disclosure

Each person who signs the Account application agrees to be bound by the terms and conditions of this EFT Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The EFT Agreement is also binding upon your heirs, personal representatives and successors.

SIGNATURES

By using your access to the system or authorizing anyone else to use your access to the system, you agree to be bound by the terms and conditions of this EFT Agreement.

➔ *Additional Disclosures* ***Applicable to ACH Services***

DOCUMENTATION OF DIRECT DEPOSIT

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 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

DISCLOSURE OF RIGHT TO STOP PAYMENT

- a) Right to stop payment and procedure for doing so.
If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write to us, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- b) Notice of varying amounts.
If these regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

TRANSACTIONS AVAILABLE

You may use your ACH services to perform the following transactions:

- Make deposits to your savings or checking account;
- Make loan payments;
- Pay bills directly from your savings or checking account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time electronic payment from your savings or checking account using information from your check to pay bills or pay for purchases;
- Authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees; and
- Transfer funds from another financial institution account to your Credit Union account (participating financial institutions only).

All payments and deposits are subject to later verification by us.

➔ *Additional Disclosures Applicable to ATM and POS Services*

RULES FOR USE

By using your ATM Card or Debit Card with your personal identification number (PIN) at automated teller machines (“ATMs”) or other electronic terminals operated by a participating institution, network system, or company (collectively “terminals”), you authorize us to effect the transactions from or to your savings or checking account(s) in accordance with the instructions given at the terminals. All ATM Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

ATM FEES

When you use an ATM not owned by Sun Community Federal Credit Union, you may be charged a fee by the ATM operator, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. A fee will not be imposed for use of an ATM or Debit Card issued by Sun Community Federal Credit Union when you use an electronic terminal operated by Sun Community Federal Credit Union.

TRANSACTIONS AVAILABLE

You may use your ATM Card to perform the following transactions:

- Make deposits to your savings or checking account;
- Withdraw cash from your savings, checking, or line of credit;
- Transfer funds between your savings and checking and loan account;
- Make point-of-sale payments for goods and services to others from your checking account; and
- Make account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

LIMITATIONS ON TRANSACTIONS

You may make ATM cash withdrawals and/or POS transactions up to \$1000 each 24-hour period, as long as your available balance will cover the transaction. Various institutions that participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM. You may make a combined total of 10 ATM and/or transactions each 24-hour period.

ACCESS CARDS

All ATM Cards/Debit Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM/Debit Card 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.

ATM SAFETY

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lit ATMs when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Have your ATM/Debit Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM Card away and leave.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete. Count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your ATM/Debit Card or anywhere else in your wallet. Thieves can easily figure out the reason for "hidden" or "secret" numbers.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING AUTOMATED TELLER MACHINE (ATM) CARDS

Tell us AT ONCE if you believe your ATM Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or PIN, and we can prove that we could have stopped someone from using your ATM Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days and before notice to us if we can prove that we could have stopped someone from taking the money if you had told us in time. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, serious illness, hospitalization,

permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we may extend the 60-day period by a reasonable amount. If you have authorized someone else to use the ATM Card and/or PIN, you are responsible for all transactions that person initiates at any time.

➔ *Additional Disclosures* *Applicable to MasterCard* *Debit Card Services*

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all transactions you make with the Debit Card or that you authorize another person to make with the Debit Card. You understand that if you disclose your Debit Card 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.

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 your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

Purchases made above the floor limit of the merchant will require an authorization number from MasterCard.

USE OF THE CARD

You may use the Debit Card and PIN to:

- Withdraw cash from your savings, checking, or loan account at ATMs, merchants, or financial institutions that accept MasterCard Debit Cards;
- Transfer funds between your savings, checking, or loan account you have with the Credit Union; and
- Make deposits to your savings, checking, Money Market, or loan account at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept MasterCard Debit Cards (these are point-of-sale or POS transactions);
- Order goods or services by mail or telephone from places that accept MasterCard Debit Cards; and
- Make automatic payments from your checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals. Use of the Debit Card, the account number on the Debit Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor MasterCard Debit Cards 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 Card transaction, it will put a hold on an equivalent amount of funds in your checking account for three days or until the day the transaction is charged to your account.

All Debit Card transactions covered by this EFT Agreement are subject to the terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this TIS Disclosure. Any future changes to your Account agreements may affect the use of the card.

ILLEGAL USE OF MASTERCARD DEBIT CARD

You agree that your Debit Card 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 TIS Disclosure. 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 debts 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.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARDS

Tell us AT ONCE if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Debit Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN, and we can prove that we could have stopped someone from using your Debit Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days and before notice to us if we can prove that we could have stopped someone from taking the money if you had told us in time. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we may extend the 60-day period by a reasonable amount. If you have authorized someone else to use the Debit Card and/or PIN, you are responsible for all transactions that person initiates at any time.

SPECIAL NOTICE TO MASTERCARD DEBIT CARDHOLDERS

If there is an unauthorized use of your MasterCard Debit Card, then your liability will be zero (\$0.00) so long as:

1. You exercised reasonable care in safeguarding your card/PIN from risk of loss or theft;
2. You have not reported two or more incidents of unauthorized use within the preceding twelve (12) months; and
3. Your account is in good standing.

If you cannot meet these requirements then your liability with respect to unauthorized transactions may be greater than the zero (\$0.00) liability limit, to the extent allowed under applicable law. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you. This provision limiting your liability does not apply to either MasterCard commercial cards or Small Business Programs.

➔ *Additional Disclosures* *Applicable to ART* *(Audio Response Teller)*

TRANSACTIONS AVAILABLE

You may use ART to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your savings, checking account, or Money Market Account;
- Transfer funds between your savings, checking, or Money Market Account;
- Access your Line of Credit Account to request loan advances;
- Transfer funds from your Line of Credit to your savings or checking account;
- Make loan payments;
- Place a Stop Payment; and
- Order Checks

All payments and deposits are subject to later verification by us.

TRANSACTION LIMITATIONS

The maximum amount you may withdraw by check is \$10,000 during any 24-hour period. Total transactions may not exceed \$10,000 during any 24-hour period.

FUNDS AVAILABILITY POLICY

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit.

Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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 5:00 p.m. (PST) 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 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposit will be available on the first business day.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$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 communications or computer equipment.

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

SPECIAL RULES FOR NEW ACCOUNTS

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

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

HOLDS ON OTHER FUNDS (CHECK CASHING)

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

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. A list of ATMs where you can make deposits that are not owned or operated by us is available upon request.

UNCLAIMED PROPERTY DISCLOSURE

IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S) (CALIFORNIA RESIDENTS)

In accordance with California's Unclaimed Property Law, C.C.P.

§ 1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a savings, checking, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law.



We Do Business in Accordance With the Federal Fair Housing Law
and the Equal Credit Opportunity Act

Your savings federally insured to at least \$250,000
and backed by the full faith and credit of the United States Government

NCUA

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