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YOUR TRUTH-IN-SAVINGS DISCLOSURE

To open your account, complete the appropriate account card and return it to our Member Services Representative. Please read this brochure completely and retain it with your personal records.

All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share accounts, check "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 the account agreements.

Please also note that this Agreement contains an ARBITRATION AGREEMENT AND WAIVER OF CLASS AND COLLECTIVE ACTION provision on pages 36-38, which affects your rights with respect to any claims or disputes by or against the Credit Union as described on pages 36-38. You may opt out of that provision as described on page 38.



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 who 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.

GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

PAR VALUE

The par value of a share in the Sierra Central Credit Union is \$5.

BYLAW REQUIREMENTS

The maximum amount of shares which may be held by any one member shall be established from time to time by resolution of the board.

A member who fails to complete payment of one share within 3 months of his admission to membership, or within 3 months from the increase in the par value in shares, or a member who reduces his share balance below the par value of one share and does not increase the balance to at least the par value of one share within 3 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. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of shares by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days and not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required for security on loans without the written approval of the credit 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 comaker, endorser, or guarantor are delinquent, without the written consent of the credit committee or loan officer.

DENIAL OF SERVICE

Pursuant to its Denial of Services Policy, the Credit Union reserves the right to limit, restrict or deny any Credit Union product(s) or service(s) in its sole discretion to any Member who: (i) causes a loss to the Credit Union; (ii) misuses any Credit Union product or service; (iii) mistreats any Credit Union staff or volunteers; (iv) provides false or misleading information in connection with any transaction or Credit Union product or service; or (v) fails to comply with the terms and conditions of any agreement with the Credit Union. In this regard, the Credit Union may take action to limit services to borrowers with delinquent loans. These actions include blocking your Debit card, Visa® credit card, and home banking usage if your loan becomes 30 days or more delinquent.

Any restriction of services will be reasonably related to the nature of the Member's conduct. A Member will be provided reasonable advance written notice before any restriction of services is implemented, unless circumstances warrant more immediate action.

Notwithstanding, all Members retain the right to maintain a basic share account and to vote in annual and special meetings. No action to limit, restrict or deny services will relieve a Member of the obligation to pay any outstanding balances, charges, or other amounts owed to the Credit Union.

You 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 a denial of services.

REQUIREMENT TO MAINTAIN A REGULAR SHARE ACCOUNT

You must open a Regular Share Account to open any subsequent accounts. You must maintain the Regular Share Account to avoid closure of that account and any subsequent accounts.

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 Agreement 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 Agreement. 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.

ABOUT OUR SAVINGS ACCOUNTS

Sierra Central Credit Union's share accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are the Regular Savings, Earnie's Kids Club, Holiday Club, Back to School Club, Vacation Club, Tax Club, Flexible Money Market, Investor Money Market, and IRA Savings Accounts.

RATE INFORMATION

Our share accounts are designated as variable rate accounts on the Rate Schedule. These rates and yields may change at any time at the Credit Union's discretion.

BALANCE INFORMATION

We compute the balance in our share 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.

ACCRUAL OF DIVIDENDS

Dividends begin to accrue no later than the business day we receive provisional credit for the deposit of non-cash items (e.g., checks).

DIVIDEND RATES

The dividend rate and Annual Percentage Yield on our share accounts are stated on the 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.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the share accounts the dividend period is 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.

➔ *About Our Regular Savings Account*

Our Regular Savings Account is a variable rate tiered share account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Regular Savings Account is \$5. You must maintain a minimum daily balance of \$100 to obtain the Annual Percentage Yield stated on the Rate Schedule. You must also maintain a minimum balance of \$5 to avoid closure.

TRANSACTION LIMITATIONS

The maximum number of withdrawals you may make is 3 within a calendar quarter. If you exceed the withdrawal limitations in any calendar quarter, your account will be subject to a fee as stated in the accompanying Fee Schedule.

➔ *About Our Earnie's Kids Club Account*

Our Earnie's Kids Club Account is designed for children 12 years of age and younger.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum deposit to open a Earnie's Kids Club Account. There is no minimum daily balance required to obtain the Annual Percentage Yield stated on the Rate Schedule.

➔ *About Our Holiday Club Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Holiday Club Account is \$5. There is no minimum daily balance required to obtain the Annual Percentage Yield stated on the Rate Schedule.

TRANSACTION LIMITATIONS

Your Holiday Club Account may be opened at any time. Funds will be disbursed to your savings or checking account on October 23 unless October 23 is on a Saturday, Sunday or federal holiday, then the renewal date will be on the previous business day. Members may access their funds from the disbursement date through December 31 without penalty fee. Withdrawal requests during January 1 through the disbursed date of October 23 will be assessed a penalty fee stated on the Fee Schedule. Withdrawals must be made in person at a branch.

ACCOUNT LIMITATIONS

The maximum balance to obtain the Annual Percentage Yield stated on the Rate Schedule is \$10,000. Balances over \$10,000 will be paid the Regular Savings Account rate as stated on the Rate Schedule.

➔ *About Our Back to School Club Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Back to School Club Account is \$5. There is no minimum daily balance required to obtain the Annual Percentage Yield stated on the Rate Schedule.

TRANSACTION LIMITATIONS

Your Back to School Club Account may be opened at any time. Funds will be disbursed to your savings or checking account on July 23 unless July 23 is on a Saturday, Sunday or federal holiday, then the renewal date will be on the previous business day. No withdrawals may be made prior to July 23. If a withdrawal is necessary, you will be assessed the fee stated on the Fee Schedule. Withdrawals must be made in person at a branch.

ACCOUNT LIMITATIONS

The maximum balance to obtain the Annual Percentage Yield stated on the Rate Schedule is \$20,000. Balances over \$20,000 will be paid the Regular Savings Account rate as stated on the Rate Schedule.

➔ *About Our Vacation Club Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Vacation Club Account is \$5. There is no minimum daily balance required to obtain the Annual Percentage Yield stated on the Rate Schedule.

TRANSACTION LIMITATIONS

Your Vacation Club Account may be opened at any time. Funds will be disbursed to your savings or checking account on May 23 unless May 23 is on a Saturday, Sunday or federal holiday, then the renewal date will be on the previous business day. No withdrawals may be made prior to May 23. If a withdrawal is necessary, you will be assessed the fee stated on the Fee Schedule. Withdrawals must be made in person at a branch.

ACCOUNT LIMITATIONS

The maximum balance to obtain the Annual Percentage Yield stated on the Rate Schedule is \$15,000. Balances over \$15,000 will be paid the Regular Savings Account rate as stated on the Rate Schedule.

➔ *About Our Tax Club Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Tax Club Account is \$5. There is no minimum daily balance required to obtain the Annual Percentage Yield stated on the Rate Schedule.

TRANSACTION LIMITATIONS

Your Tax Club Account may be opened at any time. Funds will be disbursed to your savings or checking account on March 16 unless March 16 is on a Saturday, Sunday or federal holiday, then the renewal date will be on the previous business day. No withdrawals may be made prior to March 16. If a withdrawal is necessary, you will be assessed the fee stated on the Fee Schedule. Withdrawals must be made in person at a branch.

ACCOUNT LIMITATIONS

The maximum balance to obtain the Annual Percentage Yield stated on the Rate Schedule is \$25,000. Balances over \$25,000 will be paid the Regular Savings Account rate as stated on the Rate Schedule.

➔ *About Our Flexible Money Market Account*

Our Flexible Money Market Account is a variable rate tiered share account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Flexible Money Market Account is \$2,500. You must maintain a minimum daily balance of \$2,500 to avoid a service fee as stated on the accompanying Fee Schedule and to avoid closure. There is no minimum balance required for you to obtain the Annual Percentage Yield stated on the Rate Schedule. The dividend rate and the Annual Percentage Yield are based on the daily balance of the tiered accounts as shown on the accompanying Rate Schedule. If the balance falls below the required balance of \$2,500, your account will be reduced to the Regular Share Rate stated on the Fee Schedule.

TRANSACTION LIMITATIONS

The maximum number of withdrawals you may make is 3 within a calendar quarter. If you exceed the withdrawal limitations in any calendar quarter, your account will be subject to a fee as stated in our accompanying Fee Schedule.

➔ *About Our Investor Money Market Account*

Our Investor Money Market Account is a variable rate tiered share account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Investor Money Market Account is \$25,000. You must maintain a minimum daily balance of \$25,000 to avoid a service fee as stated on the accompanying Fee Schedule. There is no minimum balance required for you to obtain the Annual Percentage Yield stated on the Rate Schedule.

The dividend rate and the Annual Percentage Yield are based on the daily balance of the tiered accounts as shown on the accompanying Rate Schedule. If the balance falls below the required balance of \$25,000, your account will be reduced to the Regular Share Rate stated on the Rate Schedule.

TRANSACTION LIMITATIONS

The maximum number of withdrawals you may make is 3 within a calendar quarter. If you exceed the withdrawal limitations in any calendar quarter, your account will be subject to a fee as stated in our accompanying Fee Schedule.

➔ *About Our IRA Savings Account*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum deposit to open your IRA Savings Account. There is no minimum daily balance required to obtain the Annual Percentage Yield stated on the 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

Sierra Central Credit Union offers the following checking accounts which let you withdraw your money and write checks against your account at any time. Our checking accounts are the Select Checking, Prime Checking and Choice Checking Accounts.

➔ *About Our Select Checking Account*

Our Select Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENT

The minimum deposit required for you to open your Select Checking Account is stated on the Fee Schedule. You must maintain the minimum balance stated on the Fee Schedule or have a monthly recurring direct deposit into the account to avoid a service fee stated on the Fee Schedule.

➔ *About Our Prime Checking Account*

ACCRUAL OF DIVIDENDS

Dividends begin to accrue no later than the business day we receive provisional credit for the deposit of non-cash items (e.g., checks).

BALANCE INFORMATION

We compute the balance in our Prime 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.

RATE INFORMATION

Our Prime Checking Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

DIVIDEND RATES

The dividend rate and Annual Percentage Yield on our Prime Checking Account is stated on the 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.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the Prime Checking Account, the dividend period is 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.

MINIMUM BALANCE AND DEPOSIT REQUIREMENT

The minimum deposit required for you to open your Prime Checking Account is stated on the Fee Schedule. You must maintain the minimum average daily balance stated on the Fee Schedule to avoid a service fee stated on the Fee Schedule.

➔ *About Our Choice Checking Account*

Our Choice Checking Account is offered to members who access their account through the Visa® Debit Card and other electronic means. Our Choice Checking Account is a non-dividend earning account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENT

The minimum deposit required for you to open your Choice Checking Account is stated on the Fee Schedule. There is no minimum balance requirement to maintain your checking account.

To avoid the monthly service fee as stated on the Fee Schedule, you must meet the following criteria:

- Must elect to receive electronic statements (e-Statements);
- Must enroll and access the Online Home Banking service each month; and
- Must make regular ATM deposits or have paychecks or other recurring payments directly deposited into the account.

If you do not enroll in e-Statements and Online Home Banking services within thirty (30) days of account opening, you will be assessed the monthly service fee as stated on the Fee Schedule. For accounts opened beyond thirty (30) days, if you discontinue the use of e-Statements and the Online Home Banking service, you will be assessed the monthly service fee as stated on the Fee Schedule. If you make a deposit in-person or by mail, you will be assessed the service fee as stated on the Fee Schedule.

ACCOUNT LIMITATIONS

There is no check writing access and in-person branch or Call Center transaction assistance available on this account. If a check should post and clear the account in any calendar month or if there are transactions conducted in-person or through the Call Center, you will be assessed the service fee as stated on the Fee Schedule. If a transaction cannot be made by electronic means, the service fee stated on the Fee Schedule is subject to be waived. Refer to the Fee Schedule for all applicable fees and charges.

ABOUT OUR SHARE CERTIFICATE ACCOUNTS

Sierra Central Credit Union's share certificate accounts let you deposit your money for a specified period of time. Our share certificate accounts are available with terms ranging from 3 months to 60 months and are also offered as Individual Retirement Accounts (IRAs). The Credit Union may also offer on occasion Special Term Share Certificate Accounts that include special features or benefits.

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 from your account, your earnings will be reduced.

MATURITY

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

ACCRUAL OF DIVIDENDS

Dividends begin to accrue no later than the business day we receive provisional credit for the deposit of non-cash items (e.g., checks).

DIVIDEND RATES

The dividend rate and Annual Percentage Yield on our share certificate accounts are stated on the 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.

BALANCE INFORMATION

We compute the balance in our share 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.

RATE INFORMATION

Our share certificate accounts are designated as fixed rate accounts on the Rate Schedule. You will be paid this rate and yield until maturity.

DIVIDEND COMPOUNDING AND CREDITING

Dividends will be compounded monthly and will be credited monthly. For the share certificate accounts, the dividend period is monthly.

RENEWAL OF ACCOUNT/GRACE PERIOD

With the exception of a Special Term Share Certificate, your account will automatically renew at maturity for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 10 days after maturity. For Special Term Share Certificates, the account will renew for the term stated on the certificate or receipt provided at account opening. If you elect, in writing, not to have your share certificate accounts automatically renew, dividends will not accrue after the final maturity date. We will send you a notice before each maturity date. The Credit Union reserves the right not to renew this account by giving you 30 days prior written notice.

EXCEPTIONS TO PENALTIES

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the share certificate account, or is made pursuant to the Credit Union's bylaws.
2. The share 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 attaining not less than 73 years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

EARLY WITHDRAWAL PENALTY

We may impose a penalty if you withdraw any funds from your share certificate account before the maturity date. The penalty imposed shall be as follows:

If the term of the account is less than one year, the member shall forfeit an amount equal to all dividends for 90 days on the amount withdrawn.

If the term of the account is one year or greater, the member shall forfeit an amount equal to all dividends for 180 days on the amount withdrawn.

➔ *About Our Regular and IRA Share Certificate Accounts*

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open your Share Certificate or IRA Share Certificate Account is \$500. You must maintain a minimum daily balance of \$500 to obtain the Annual Percentage Yield stated on the Rate Schedule. If the balance falls below the minimum required amount, the dividend rate will be decreased.

ACCOUNT LIMITATIONS

You may not make deposits or withdraw any funds from your Share Certificate or IRA Share Certificate Account until the maturity date. See Early Withdrawal Penalties. Please see your IRA Plan Disclosure provided to you at the time your Regular IRA Share Certificate Account was opened for specific restrictions.

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 Special Term Share Certificate Accounts**

From time to time, Sierra Central Credit Union will offer Special Term Share Certificate Accounts. The available Special Term Share Certificate may include specific features such as offering special renewal terms or renewal rates; allowing additional deposits made into or penalty waived withdrawals from the account; allowing dividend rate increases during the term; or listing certain deposit and/or balance limitations. All other terms and conditions that list the specific features or benefits of a Special Term Share Certificate are provided at account opening.

ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

This EFT Disclosure and Agreement as amended from time to time “Agreement” sets forth the terms and conditions governing the use of the Sierra Central Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Sierra Central Credit Union is given below, followed by specific disclosure information for each service. Sierra Central 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 transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable, and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an “electronic fund transfer” under Regulation E, subpart A. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by Sierra Central Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term “you” and “your(s)” refer to the member, and the terms “we,” “us” and “our(s)” refer to Sierra Central Credit Union (SCCU).

TYPE OF ELECTRONIC FUNDS TRANSACTIONS

The Electronic Funds Transactions we are or may be capable of handling in the future are indicated in the Electronic Funds Transfer Disclosure and Agreement.

We may honor overdrafts of electronic transaction types such as but not limited to debit card, ACH, POS, electronic check conversions and online banking transactions.

PERSONAL IDENTIFICATION NUMBER

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM Card or 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. 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 we will issue you a new one.

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 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.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING AUTOMATED TELLER MACHINE (ATM) CARDS, PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE

Tell us AT ONCE if you believe your ATM/POS Card and/or Personal Identification Number (PIN) or Access Code 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/POS Card, PIN or Access Code 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/POS Card, PIN or Access Code, and we can prove that we could have stopped someone from using your ATM/POS Card, PIN or Access Code 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 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, your death or a member of your family's death or 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 will extend the 60-day period by a reasonable period.

If you have authorized someone else to use the PIN or Access Code, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

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 60 days of our sending your statement, you can lose no more than \$50 if someone used your debit card without your permission. 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 close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your death or a member of your family's death or 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 will extend the 60-day period by a reasonable period.

SPECIAL NOTICE TO VISA® DEBIT CARDHOLDERS

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or Card. 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.

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

If you believe your ATM/POS Card, PIN or access code has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 800.222.7228 or write to us at 1351 Harter Parkway, Yuba City, CA 95993. 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, except federal holidays. Branches are closed Saturdays and Sundays. Call Center is open Monday through Friday, except federal holidays.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from your share or 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 available funds in your account 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/POS 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/POS 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 800.222.7228 or write us at 1351 Harter Parkway, Yuba City, CA 95993 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
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 Visa 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 and maintain a share or checking account. All charges associated with our electronic fund transactions to include Home Banking and Bill Payer services are disclosed in our Rate and Fee Schedule which accompanies this Disclosure and Agreement.

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 agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

ADDRESS CHANGE

Keep the Credit Union informed of your current address to insure 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 Agreement 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, POS Cards or designated accounts.

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 ATM/POS Card or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM/POS 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/POS Card, PIN or account; or
- c) you or any authorized user of your ATM/POS Card, 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.

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this 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 Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

WHO IS BOUND BY THIS AGREEMENT

Each person who signs the Membership and Account Signature Card agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the Membership and Account Signature Card, 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 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, and/or by signing the Membership and Account Signature Card, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

➔ *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 at 800.222.7228 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 us at 800.222.7228, or write to us at 1351 Harter Parkway, Yuba City, CA 95993, 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 share or checking account;
- Make loan payments;
- Pay bills directly from your share 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 share draft/checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your share draft/checking account for returned check fees or returned debit entry fees.

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

CHOICE OF LAW NOTICE

Sierra Central Credit Union may accept on [your] behalf payments to [your] account which have been transmitted through one or more Automated Clearing House ("ACH") and which are not subject to the Electronic Fund Transfer Act and [your] rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

PROVISIONAL ACH PAYMENTS

The Credit Union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union. If SCCU does not receive settlement it is entitled to a refund, and the Originator will not be considered to have paid the entry.

NOTICE OF RECEIPT OF ACH FUNDS

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

➔ *Additional Disclosures Applicable to ATM and POS Services*

RULES FOR USE

By using your ATM/POS Card with your personal identification number (PIN) at automated teller machines ("ATM's") 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 share or checking account(s) in accordance with the instructions given at the terminals. All ATM/POS 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 Sierra Central 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 fund transfer. A fee will not be imposed for use of an ATM or Debit Card issued by Sierra Central Credit Union for use of an electronic terminal operated by Sierra Central Credit Union.

TRANSACTIONS AVAILABLE

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

- Make deposits to your share or checking account;
- Withdraw cash from your share or checking account;
- Transfer funds between your share and checking 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 up to ten (10) daily ATM/POS transactions not to exceed \$5,000 as long as your available balance will cover the transaction. Various institutions which 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.

ACCESS CARDS

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

FOREIGN TRANSACTIONS

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus or minus any adjustment determined by the Issuer.

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-lighted ATM's 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 Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM Card away and leave.
- Consider having another person accompany you to the ATM.
- 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 Card or anywhere else in your wallet; thieves can easily figure out the reason for “hidden” or “secret” numbers.

➔ ***Additional Disclosures Applicable to "Sierra Bank by Phone Service"***

TRANSACTIONS AVAILABLE

You may use your Sierra Bank by Phone Service to perform the following transactions:

- Obtain share, checking and certificate account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your share, checking and Visa Line of Credit accounts;
- Transfer funds between your share, checking and Line of Credit accounts;
- Access your Line of Credit Account to request loan advances;
- Transfer funds from your Line of Credit to your checking and share/savings accounts; and
- Make loan payments.

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

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

ISSUANCE OF CARD

“Card” means the Sierra Central Credit Union Debit Card and any duplicates, renewals or substitutions the Credit Union issue to you; “Account” means the account designated on the Membership and Account Signature Card for your Debit Card.

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 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.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

Purchases made above the floor limit of the merchant will require an authorization number from Visa. The Visa Debit Card purchase transaction limit, when used with your PIN, is \$1,000 each 24-hour period as long as your available balance will cover the transaction. Various institutions which 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.

USE OF THE CARD

You may use the Card and PIN to:

- Withdraw cash from your share or checking account at ATMs, merchants, or financial institutions that accept Visa Debit Cards;
- Transfer funds between your share or checking account and another account you have with the Credit Union;
- Make deposits to one of your share or checking accounts at the Credit Union; and
- Purchase goods or services at places that accept Visa Debit Cards (these are point-of-sale or POS transactions).

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa Debit Cards;
- Order goods or services by mail, telephone or online from places that accept Visa Debit Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network; and
- Make automatic payments from your 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 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 Visa 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 3 days or until the day the transaction is charged to your account.

All card transactions covered by this Agreement are subject to the terms and conditions of your account agreements with us governing the affected accounts, except as modified by this Agreement. Any future changes to your account agreements may affect the use of the card.

ILLEGAL USE OF VISA® DEBIT CARD

You agree that your Visa 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 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 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.

REFUSAL TO HONOR CARD

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

FOREIGN TRANSACTIONS

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus or minus any adjustment determined by the Issuer.

➔ *Additional Disclosures Applicable to Mobile Banking*

Mobile Banking allows convenient access to your account information 24 hours a day from a smartphone device. Mobile Banking service may be accessed through text banking, mobile browser or mobile application.

Mobile Browser

To use Mobile Browser, you must have a smartphone device with a service plan that includes data, Internet access, your Online Home Banking service user name and password. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information. To access Mobile Banking using the Mobile Browser option, visit the Mobile Banking website at www.SierraCentral.com.

TRANSACTIONS AVAILABLE

You may use the Mobile Browser option to perform the following transactions:

- Check account and loan balances;
- View account and loan history;
- Transfer funds between eligible accounts;
- Use the Zelle® service; and
- Make bill payments to established payees.

Text Banking

To use Text Banking, you must have a mobile phone that allows you to send and receive text messages to and from a short code. Standard messaging rates may apply. Contact your mobile phone carrier for additional rate information and if the text banking service is available to you.

TRANSACTIONS AVAILABLE

You may use the Text Banking option to perform the following transactions:

- Check your account balance; and
- Review recent account activity.

Mobile Application

To use Mobile Application, you must have a smartphone device with an operating system that supports application downloads and a service plan that includes data. The Mobile Application is available for download. Third party fees may apply for data. Contact your mobile device carrier for additional information.

TRANSACTIONS AVAILABLE

You may use the Mobile Application option to perform the following transactions:

- Check account and loan balances;
- Mobile Deposit;
- View account and loan history;
- Transfer funds between eligible accounts;
- Use the Person to Person (P2P) service; and
- Make bill payments to established payees.

➔ *Additional Disclosures Applicable to Mobile Wallet*

Mobile Wallet, such as Apple Pay® and Android Pay®, allows you to add your SCCU Debit Cards and credit cards to an application using your mobile device. Once added, you may use your mobile device to make purchases at merchants who accept mobile payments. To use Mobile Wallet, you must have the Mobile Wallet application installed on your mobile device. Complete Terms and Conditions for this service is available online when you register for the Mobile Wallet service or you may contact the Credit Union for more information. In the case of any conflict between the terms of the Mobile Wallet Terms and Conditions and this Truth in Savings Disclosure, the Mobile Wallet Terms and Conditions will control.

➔ *Additional Disclosures Applicable to Change-It-Up Savings Service*

The Change-It-Up Savings Service is designed to help you build your savings while conducting transactions using your SCCU Debit Card. The Change-It-Up Savings service is an add-on feature available on consumer checking accounts. Upon enrollment, we will "change-up" (round up) your Sierra Central Visa® debit card purchases to the nearest dollar and transfer the difference from your checking account to your Sierra Central Credit Union main share savings account.

ELIGIBILITY REQUIREMENTS

The Change-It-Up Savings Service is available to members with a consumer checking account, a share savings account, and a personal Sierra Central Visa Debit Card. Change-It-Up is not available for Business Visa® debit cards. You must also be enrolled in eStatements (elect to receive electronic account statements) in order to be eligible for the Change-it-Up Savings Service.

Enrollment is only available through the branch network by signing a Data Change request form. Upon enrollment, the Change-It-Up Savings Service savings account will default to your main share savings account only. Subsequent transfers may be made manually by you to other types of savings accounts. However, any transfers will be subject to any and all transaction and withdrawal limitations applicable to that share savings account.

TRANSACTIONS AVAILABLE

The Change-It-Up Savings Service is only available on point-of-sale transactions using your Sierra Central Visa Debit Card linked to your Sierra Central checking account. We will "change up" all debit card purchases (PIN or signature based) only. No other types of transactions are eligible for the Change-It-Up Savings Service.

We aggregate the change-up amount from purchases that post to your checking account each business day and make a single transfer (the "Change-It-Up" transfer) at the end of the business day. Change-It-Up transfers will continue to be made from your checking account into your main share savings account until the service is canceled by you or the Credit Union. You must contact Sierra Central Credit Union to cancel the Change-It-Up Savings Service. We may cancel or modify the Change-It-Up Savings Service at any time without prior notice.

LIMITATIONS ON TRANSACTIONS

We will not transfer a change-up amount that exceeds your available balance or that will cause your checking account go negative or fall below \$5.00 in available funds. If you do not have sufficient available funds of \$5.00 or more in your checking account on a given business day, or if any transaction has overdrawn your checking account, or if the Change-It-Up transfer will result in your available balance falling below \$5.00, we will not "change-up" the purchases posted to your account on that business day and we will cancel the Change-It-Up transfer for that day.

It is important that you closely monitor your checking account throughout the month and account for any Change-It-Up transfers when determining your available balance. If you fail to account for the Change-It-Up transfer into your share savings account at the end of a business day, there is a possibility that you may have insufficient available funds in your checking account when making a subsequent purchase.

If your debit card purchase is subsequently canceled or reversed, any corresponding Change-It-Up transfer will remain in the savings account.

RATE INFORMATION

For the current dividend rate and corresponding APY for your Change-It-Up Savings Account, refer to the Savings and Checking Rate Guide.

MINIMUM BALANCE REQUIREMENTS

There is a \$5.00 minimum balance requirements to open or maintain a main share account.

FEE INFORMATION

Fees and charges may be assessed against your account. See the accompanying General Fee Schedule for current fees.

➔ Additional Regulations Relating to Fund (Wire) Transfers

APPLICABLE LAW

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

FUNDS TRANSFER CUT-OFF TIME

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 1:00 p.m. on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

SERVICE CHARGES/FEES

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Schedule of Fees and Charges for current fees.

SECURITY PROCEDURES

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

USE OF WIREXCHANGE

If you send or receive a wire transfer, WireXchange may be used. Regulation J is the law covering all WireXchange transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern. This means that your rights and liabilities in a wire transfer involving WireXchange will be governed either by Regulation J or Regulation E depending on the type of transfer.

IDENTIFICATION OF BENEFICIARY

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

PAYMENT OF DIVIDENDS (OR INTEREST)

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

ONLINE BANKING AND MOBILE DEPOSIT DISCLOSURE AND AGREEMENT

This SCCU Online Banking Electronic Funds Transfer Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of Sierra Central Credit Union's Electronic "SCCU Online Banking" and "SCCU Online Banking Bill Payer" services. Disclosure information that applies to "SCCU Online Banking" and "SCCU Online Bill Payer" services offered by Sierra Central Credit Union is given below. Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, "SCCU Online Banking" and "SCCU Online Bill Payer" services offered by Sierra Central Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the terms "you" and "your(s)" refer to the member, and the terms "we", "us", "our(s)" and "Credit Union" refer to Sierra Central Credit Union. All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). This Agreement is incorporated by this reference and becomes a part of Sierra Central Credit Union's Electronic Funds Transfer Disclosure and Agreement effective April 1, 2019. All other terms and conditions of your Electronic Funds Transfer Disclosure and Agreement, as amended, remain in force.

ELECTRONIC DISCLOSURE OF SIERRA CENTRAL CREDIT UNION'S SCCU ONLINE BANKING ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT

By accessing the SCCU Online Banking services, you acknowledge electronic receipt of the Credit Union's SCCU Online Banking Electronic Funds Transfer Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

WHO IS BOUND BY THIS AGREEMENT

Each person ("signer") will complete and sign the membership application to gain access to SCCU Online Banking. By completing the membership application the signer agrees to be bound by the terms and conditions of this Agreement. If more than one person signs up and enters their Password, 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 Agreement is also binding upon your heirs, personal representatives and successors. By accessing the system, or authorizing anyone else to access the system, and/or by signing the application, you agree to be bound by the terms and conditions of the Agreement.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will receive a statement at least quarterly. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 800.222.7228 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.

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

If you believe your Password has been lost or stolen or someone has transferred or may transfer money from your account without your permission, and for Bill Pay Services, call us at 800.222.7228.

You should also call the number listed above if you believe a transfer has been made using information from your check /Bill Pay Services without your permission.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING YOUR PASSWORD

Tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check/Bill Payer Service. 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 Password without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password 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 if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the Password, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

BUSINESS DAYS

Our business days are Monday through Friday, except federal holidays. Branches are closed Saturdays and Sundays. Call Center is open Monday through Friday, except federal holidays.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the network system was not working properly and you were aware of the malfunction when you started the transaction;
- d) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- e) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f) your Password has been entered incorrectly;

- g) the payee mishandles or delays a payment sent by our bill payment service provider;
- h) you have not provided our bill payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; 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.

CHARGES

All charges associated with our SCCU Online Banking Services electronic funds transactions are disclosed in our Fee Schedule which accompanies this Agreement.

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 agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

ADDRESS CHANGE

You are required to keep the Credit Union informed of your current address to insure correct mailing of monthly statements.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to you at 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 our Internet Teller services or designated accounts.

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 SCCU Online Banking with or without cause. We may do so immediately if:

- a) you or any authorized user of your 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 account; or
- c) you or any authorized user of your account requests that we do so.

ATTORNEYS' 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 services fees incurred while we are enforcing our rights under this Agreement.

ADDITIONAL BENEFIT ENHANCEMENTS

The Credit Union may from time to time offer additional services to you in connection with your accounts.

Some services 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.

RESERVATION OF RIGHTS

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this 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 Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 800.222.7228 both SCCU Online Banking and Bill Payer Services call or write to us at 1351 Harter Parkway, Yuba City, CA 95993 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a) Tell us your name and account number (if any).
- b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c) Tell us the dollar amount of the suspected error.

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

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

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.

➔ *Additional Disclosures Applicable to SCCU Online Banking*

SCCU Online Banking allows convenient access to your account information 24 hours a day. To use SCCU Online Banking you must have a computer, modem, Internet Service, browser, your account number and a User ID and Password.

TRANSACTIONS AVAILABLE

You may use your SCCU Online Banking service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your checking, share account and Line of Credit;
- Download transaction information to personal financial management software from checking, share account and MS Money or Quicken;
- Make loan payments; and
- Pay bills through Bill Payer from checking.

TRANSACTION LIMITATIONS

- The maximum you may withdraw by check is \$9,999 during any 24-hour period.
- The maximum transaction amount is \$9,999 during any 24-hour period.

➔ *Additional Disclosures Applicable to SCCU Online Banking Bill Payer*

SYSTEM REQUIREMENTS

To use SCCU Online Banking Bill Payer services you must have a computer, modem, Internet Service, browser, your account number and a User ID and Password.

STOP PAYMENTS

You may not stop payment on SCCU Bill Payment transactions. If you wish to stop a payment to a merchant that has not yet been processed, you may simply cancel the payment through the SCCU Bill Payer system.

TRANSACTIONS AVAILABLE

You may use the SCCU's Bill Payer Service to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.
- View Pending Payments: This feature allows you to view scheduled payments.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the SCCU'S Bill Payer Service:

- 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 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 or the joint member, if the account is a joint account.

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 merchant(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 merchant on or before the due date.

The fee for the Bill Payer service is stated on the Fee Schedule.

MOBILE DEPOSIT DISCLOSURE AND AGREEMENT

Mobile Deposit is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by using the Sierra Central Credit Union Mobile Application and your smart phone or other mobile device to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union. Complete Terms and Conditions for this service is available online when you register for the Mobile Deposit service or you may contact the Credit Union for more information. In the case of any conflict between the terms of the Mobile Deposit Disclosure and Agreement and this Truth in Savings Disclosure, the Mobile Deposit Disclosure and Agreement will control.

REQUIREMENTS FOR ELECTRONIC IMAGES

Prior to creating an Electronic Image of a check, you must add the words “For Mobile Deposit Only to the account of [member name] on [date],” “For Deposit Only,” your Credit Union account number, and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union. The Credit Union reserves the right to refuse to accept any check for deposit through the Mobile Deposit service that does not bear the above restrictive endorsement.

An “Electronic Image” must contain: (i) a complete, legible and accurate image of the front of the check showing the name of the drawer/payor, signature(s), the paying bank’s pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible and accurate image of the back of the check showing your signature endorsement.

REMOTE DEPOSIT – ERRORS; MISDIRECTED ITEMS; IMAGE QUALITY

You agree to notify Sierra Central of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Sierra Central account statement is sent to you. Unless you notify Sierra Central within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Sierra Central for such alleged error.

REMOTE DEPOSIT - INELIGIBLE ITEMS:

You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person other than you.
- Checks that have been altered in any way, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Sierra Central’s current procedures relating to the Service or which are otherwise not acceptable under the terms of your Sierra Central account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Money Orders.
- Traveler’s Checks.
- Checks over \$5,000.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution, or that have otherwise been deposited with Sierra Central or any other financial institution, including checks that have been returned unpaid.

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

We will generally make funds from your deposited checks available to you sooner than we are able to collect the funds for that check. In some cases, checks you deposit may be returned unpaid. You are responsible for your deposits, even if we previously made those funds available to you and you withdrew them. If a check you deposited is returned unpaid for any reason, you will have to repay us and we may assess a returned item fee as set forth in our Fee Schedule, even if doing so causes your account to become overdrawn.

For determining the availability of your deposits, our business days are Monday through Friday, except federal holidays. If you make a deposit before close of business 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 close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$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 7th 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 11th business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

We accept deposits (cash or checks) made at automated teller machines (ATMs) that we own or operate. We do not accept deposits at ATMs that we do not own or operate, such as those in the Co-op ATM network, though you may perform other transactions at these network ATMs such as withdrawals and balance inquiries. The ATMs that we own or operate are all located at our branch sites. To find a Credit Union ATM, please visit our website at www.SierraCentral.com.

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 share, 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 may assess a fee for sending you notice regarding your unclaimed property as set forth in our Fee Schedule.

GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

DEFINITIONS

ACCOUNT means any share, checking account, share certificate account, trust, Totten trust or UTMA account.

TIS AGREEMENT means Truth In Savings Agreement entitled, "About Your Credit Union Accounts."

MEMBERSHIP AND ACCOUNT SIGNATURE CARD

The terms, conditions and information contained in the Membership and Account Signature Card, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

ACCOUNT OWNERSHIP AND TYPES

The ownership of individual, joint, pay-on-death, living trust, Totten trust, corporate, unincorporated, partnership, organizational and custodial accounts (under the "Uniform Transfers to Minors Act") shall be governed by the applicable Membership and Account Signature Card.

Unless otherwise specified in the Membership and Account Signature Card, the parties who sign a Membership and Account Signature Card agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

INDIVIDUAL ACCOUNTS

The account is owned by the party named on the Membership and Account Signature Card ("Account Owner"). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Membership and Account Signature Card.

JOINT ACCOUNTS

The Account is owned by all the Account Owners on the Membership and Account Signature Card. Upon the death of an Account Owner of a Joint Account, any funds remaining in the Account at the death of a party to a joint account belong to the surviving Account Owners as against the estate of the deceased Account Owner. The right of survivorship continues between the surviving parties.

MULTIPLE-PARTY ACCOUNTS

Any multiple-party account owner is authorized and deemed to act for the other owner(s) and we may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each multiple-party account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment, of items drawn on an account, transfer, or pledge to us all or any part of the shares of any account without the consent of the other account owner(s) and we shall have no duty in such event to notify any other account owner(s). We reserve the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple-party account. If we receive written notice of a dispute between account owners or receives inconsistent instruction from them, we may: (1) suspend or terminate the account; (2) require an account owner to obtain a court order in order to make any action on a transaction; (3) require that all account owners agree in writing to any transaction concerning the account.

If any item deposited in a multiple-party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple-party account owners is jointly and severally liable to us for the amount of the returned items, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to us, we may enforce its rights against any of all funds in the multiple-party account regardless of who contributed the funds to the account.

CORPORATE ACCOUNTS

If your account is in the name of a corporation, the signatures of those persons authorized to make withdrawals from the account and to act in connection therewith are indicated on the Membership and Account Signature Card. You certify to the Credit Union that such persons have been duly authorized to act on the Corporation's

account by a properly notice and held meeting of the board of such corporation. We are hereby authorized to act upon the instructions of such signatories until we receive written notice of the authorization of others to sign for the corporation, together with an amended Membership and Account Signature Card containing the signatures of such person(s). You hereby represent and warrant to us that the corporation is duly organized, validly existing and in good standing under the laws of the state of its incorporation, has full corporate power to own its properties and to carry on its business as now conducted and has not commenced dissolution proceedings. You further certify that if the corporation conducts business in the State of California under an assumed name, it has filed a fictitious business name statement in the Office of the Secretary of State of California and the county clerk's office of the county of its principal place of business in California as required by law. Funds received may not be withdrawn until collected. Corporate accounts are not subject to the Multiple Party Accounts Law.

CUSTODIAL (UTMA) ACCOUNT

This Custodial Account is established as a result of the transfer of the funds deposited in the Custodial Account for the benefit of the minor named as beneficiary on the Membership and Account Signature Card along with the UTMA Membership Card. This transfer is irrevocable and includes all earnings on this Account. Neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by California Uniform Transfers to Minors Act. The Credit Union is authorized to act without further inquiry in accordance with writings bearing the signature of the custodian. The terms of the California Uniform Transfers to Minors Act, as amended, are hereby incorporated herein by this reference.

FIDUCIARY ACCOUNTS

In order to open your fiduciary account, you shall present to the Credit Union the court order appointing you as executor/executrix, administrator/administratrix, guardian or conservator. Immediately upon receipt or as otherwise required by the court, you shall present to the Credit Union any court order modifying your appointment or your powers to transact business on this Account.

In your capacity as executor/executrix, administrator/administratrix, guardian or conservator, you certify to the Credit Union that:

- a) you have been appointed to act in the capacity of executor/executrix, administrator/administratrix, guardian or conservator.
- b) you are authorized and empowered to transact any and all business on this account. Your authority shall continue in force until written notice to the contrary is received by the Credit Union.

LIVING TRUST ACCOUNT

You understand and agree that this Living Trust Account will be governed by the terms and conditions of this Agreement. For a revocable living trust at least one trustor of the trust must be a member of the Credit Union, and for an irrevocable living trust either all of the trustors or all of the Beneficiaries of the Trust must be members of the Credit Union. Regarding any transaction on this account, the Credit Union may ask the trustee to provide a certification of trust, and the Credit Union will not read, interpret or retain copies of the trust agreement. The trustee agrees to notify the Credit Union of any changes in the terms of the trust that would affect the trustee's authority to transact business on the Living Trust Account or status of the membership of the parties to the trust.

PARTNERSHIP AND UNINCORPORATED ASSOCIATION

If your account is in the name of a partnership or unincorporated association, the persons whose signatures appear on the Membership and Account Signature Card represent, warrant and agree that all items and funds deposited in this Account belong to the partnership or unincorporated association, that each of them has been duly authorized by the partnership or unincorporated association and has the power and authority to act, sign and bind the partnership or unincorporated association, that we may rely on such authority until written notice of revocation is received by us from one of the authorized signers, and that no dissolution of the partnership or unincorporated association has occurred. If the partnership or unincorporated association uses an assumed name for its business, it has a current Assumed Name Certificate file in the Office of the County Clerk in each county in which it conducts business. If the partnership or unincorporated association uses a name for the business other than the name of the partnership or unincorporated association, a current fictitious business name statement is on file in the county clerk's office in each county in which the partnership or unincorporated association conduct business. Funds received may not be withdrawn until collected. Partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

PAYABLE ON DEATH ACCOUNTS

A pay on death account "P.O.D. Account" is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Membership and Account Signature Card; you may modify the pay on death beneficiaries by completing a new Membership and Account Signature Card or completing a new designation of beneficiary on the form provided by the Credit Union. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two or more Account Owners:

- a) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- b) if two or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Membership and Account Signature Card expressly provides for different shares; and
- c) if two or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

SOLE PROPRIETORSHIP ACCOUNTS

If your account is in the name of a sole proprietorship, the person(s) whose signature appears on the Membership and Account Signature Card represents and warrants that the Account Owner is an unincorporated business owned wholly and exclusively by an individual and agrees that the Credit Union is authorized to act upon the instructions of such person(s) until the Credit Union receives written notice of others to sign for the sole proprietorship. You agree to inform us in writing promptly of any changes in the organizational status of your business. You further certify that if you use a name for the business other than the name of the individual, a current fictitious business name statement is on file in the county clerk's office in each county in which you conduct business. Funds received may not be withdrawn until collected.

TOTTEN TRUST ACCOUNTS

All shares in this Totten Trust Account and all dividends paid or credited thereon shall be held by the Trustee(s) in trust for the beneficiary(ies) named below subject to the right of the Trustee(s) or any one of them from time to time and in their sole discretion to revoke the same to the extent of any withdrawal of funds from this Account. In the case of multiple trustees, each trustee shall be considered the joint tenant of the other. Upon the death of the Trustee, (or if more than one, upon the death of the last surviving Trustee), the balance remaining in this Account shall be distributed to the beneficiaries in equal shares. If there are no surviving beneficiaries, the balance remaining in this Account shall be distributed to the estate of the last surviving Trustee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the trustee or the last surviving trustee, payment on a Totten Trust Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

SPECIAL RULES FOR JOINT ACCOUNTS

Withdrawals by and Liability of Joint Owners - The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are and will be owned by all Account Holders jointly and equally regardless of their net contributions and are subject to the withdrawal or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

Deposits – The Credit Union may cash or deposit all checks payable to any signer when endorsed by any other signer.

Disputes – If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the account.

NOTICE

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

CONSENT TO CONTACT (NON-TELEMARKETING ONLY)

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

ABILITY TO PLEDGE FUNDS

Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

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 collectibility 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.

NOTIFICATION OF CHANGES

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

WAIVER OF CERTAIN RIGHTS

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement 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 Agreement.

FINANCIAL DATA VERIFICATION

You agree that we are authorized to verify financial information, data, and employment history by any necessary means, including obtaining a consumer report by any consumer-agency in connection with accounts and transactions involving Applicants/Account Holders. The information may be used for, but not limited to, applying for membership, opening share and share/draft accounts, transactions on deposit accounts, issuance of an ATM card, debit cards and/or any other services provided by the Credit Union.

NEGATIVE CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

REPORTING INACCURATE INFORMATION

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Sierra Central Credit Union, 1351 Harter Parkway, Yuba City, CA 95993, so we can investigate.

POST-DATED CHECKS

The Credit Union will treat all checks as though the checks were written on the date presented.

STATEMENTS

You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alteration, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, for statement account review, you understand that we define the term “reasonable promptness” to be 30 days (not to exceed 60 days) from when the statement was first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within “reasonable promptness,” 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 limitation is without regard to whether we used ordinary care.

DEPOSIT OF FUNDS- FINAL PAYMENT

All items, including both paper and electronic type transactions credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item charge on our account. Any collection fees we incur may be charged to your account. We have the right to charge-back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use. We may debit your account into overdraft on a charge-back situation, and not be liable for damages to you as a result of the charge-back. Nothing in this Agreement shall be construed to require us to debit the account into overdraft or to create an arrangement for the extension of credit by means of overdrafts.

FEES AND CHARGES

All accounts shall be subject to service charges in accordance with fee schedules adopted by the Credit Union as amended from time to time.

ATTORNEYS’ 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 services fees incurred while we are enforcing our rights under this Agreement.

RIGHT OF OFFSET

If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Institution a consensual security interest in your accounts and we may use the funds from your accounts to any debt or amount now or hereafter owed the financial institution, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account may be subject to our lien and security interest.

OTHER 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.

GOVERNING LAW

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

➔ *Savings Account Agreement*

WITHDRAWALS, PRIOR NOTICE REQUIREMENT

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares not to exceed the notice requirement as set forth in the Credit Union's bylaws.

➔ *Checking Account Agreement*

WITHDRAWALS, APPROVED METHODS

Only check blanks and other methods approved by the Credit Union may be used to withdraw funds from a Checking Account.

ELECTRONIC CHECK CONVERSION

Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

DEMAND CHECKS

The Credit Union may pay and charge to the applicable Checking Account, checks drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such checks shall be the same as if it were a check drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such checks. It is further agreed that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

PAYMENT ORDER OF ITEMS

The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items you write. When processing items drawn on your account, our policy is to pay them in the order they are received. Our payment policy may increase the amount of NSF fees you have to pay if funds are not available to pay all of the items presented.

OVERDRAFTS

If at any time, the available funds in your account are not sufficient to cover checks, ACH, debit cards and other electronic transactions presented for payment on your account, those checks and other items will be handled in accordance with our overdraft procedures. Your account will then be subject to a charge for the item whether paid or returned as set forth in our fee schedule. This fee is imposed for any overdraft created by checks, ACH, debit cards, or by other electronic means. Additionally, more than one overdraft fee may be charged against the account per day, depending on the number of checks presented on, and other withdrawals made from the account. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check or draft that overdraws your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of overdraft amounts at any time.

If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from a share account or another deposit account or a loan account, as you have directed. No more than 6 transfers may be permitted in any calendar month from deposit accounts. Once the

transfer total for the month has reached 6, any insufficient fund items will be handled in accordance with our regular overdraft procedures. The fee for these overdraft transfers and excessive transfers, if any, is set forth in our fee schedules.

We will not honor overdrafts of any type from an ATM or teller workstation.

NOTICE REGARDING NSF FEES: When an item is returned unpaid due to insufficient available funds [and not covered by the Courtesy Pay Program,] you will be charged a Non-Sufficient Funds (NSF) fee, as stated in the Credit Union's Fee Schedule. If multiple items are returned unpaid due to insufficient available funds on the same day, you will be charged an NSF fee for each returned item. The same item may be presented for payment more than once, and you will be charged an NSF fee each time that item is presented and returned due to insufficient available funds.

Order of Posting: 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. We will pay checks, automated debits (ACH), Debit Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in the order presented. For ACH transactions, credits (deposits) are posted first then debits are posted by settlement date, in the order presented. For ATM Card and Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

Actual and Available Balances: It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Your Ability to Withdraw Funds." If you have additional questions about your available or actual balance, please see a branch representative or call 800.222.7228.

Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.

Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.

Example 3: The following transactions are not reflected in your available balance:

- Any checks you have written that have not yet been presented for payment.
- Any automatic bill payments you have scheduled that have not yet been sent.
- Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.

RIGHT TO PAY OR RETURN

If paper check, debit card, ACH or other electronic type transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). We will not honor overdrafts of any type from the ATM or over the counter with a teller. While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient funds (NSF). If you wish to exercise this option/prefer that we not pay such items you must contact us by calling us at 800.222.7228 or write to us at 1351 Harter Parkway, Yuba City, CA 95993 and inform us that you do not want us to pay any items presented without sufficient funds. If you do not notify us, we retain the right, in our discretion, to pay or not pay any item presented without sufficient funds. 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 writing checks or drafts without sufficient funds and incurring the resulting fees.

STALE-DATED CHECKS

The Credit Union is under no obligation but may pay a check which is presented more than six (6) months after it is dated. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the fee schedules adopted by the Credit Union and as amended from time to time.

STOP PAYMENTS

Stop Payment Order Request. You may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and described the account and draft number and the exact amount. The stop payment will be effective if we receive the order in time to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for our processing system to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

Duration of Order. You may make an oral stop payment order that will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

Liability. Fees for stop payment orders are set forth on the Credit Union Fee Schedule. You may not stop payment on any certified check, cashier's check, teller check, or any other check, draft or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold us harmless from all costs, including attorney's fee, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

TRUNCATION OF CHECKS

The Account Holder(s) acknowledges that checks are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

LIABILITY OF CREDIT UNION

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

CLOSURE OF ACCOUNT

The Credit Union may close a Checking Account at any time. Closure of a Checking Account will not affect the obligation to pay any outstanding balances or charges owed.

➔ **Share Certificate Account Agreement**

PLEDGING OF FUNDS

Share Certificate Accounts may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Shares 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 Share Certificate Account except as otherwise precluded by law. If the Credit Union offsets funds from this term share account, the funds withdrawn are subject to the early withdrawal penalty.

COURTESY PAY

The Credit Union recognizes that sometimes you may overdraw your share draft account. In such cases the Credit Union may decide to honor items for which there are insufficient funds, including share draft/checks, in-person withdrawals, bill payment, ACH items, and reoccurring debit card payments. This is the Credit Union's Courtesy Pay service. The Credit Union provides the Courtesy Pay as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service.

The Credit Union may honor overdrafts on your share draft account, including Share Drafts/checks, Point-of-Sale (POS) transactions, ATM withdrawals, one-time debits and ACH items, as long as you meet the requirements based on the credit union's chosen proprietary empirical scoring model.

Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not pay your overdrafts for ATM withdrawals and debit card purchases at a store, online, or by telephone. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawals and debit card purchases, please contact us using one of the following methods:

Complete, sign, and return the Overdraft Consent Form, which is provided with this disclosure, in-person or mail it to us at 1351 Harter Parkway, Yuba City, CA 95993. The Credit Union will provide you with written confirmation of your opt-in choice.

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. If we honor multiple overdrafts, we may honor them in any order at the Credit Union's option or return any such items. The maximum dollar amount of overdrafts the Credit Union will cover for each member is \$1,900 inclusive of Courtesy Pay and other Credit Union fees.

If an item (including an ACH item) is presented and returned, it may be presented again for payment. You will be assessed a fee each time an item is presented and returned.

When the Credit Union honors overdraft items, you must either deposit funds or apply for a loan sufficient to cover such overdraft plus fees immediately, but in no case more than thirty (30) days from the date of notice sent to you. If you fail to cover the total overdraft amount within thirty (30) days, the Credit Union may terminate your Courtesy Pay service and pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft. If you do not repay or cover your overdraft amount within 30 days, your share draft account may be closed.

The Courtesy Pay fee is a flat fee charged regardless of the amount the account is over drawn and will be charged for Courtesy Pay service as described in our Fee Schedule. The Credit Union will send you a notice for each item covered by the Courtesy Pay service.

The Courtesy Pay service is a discretionary privilege offered to members and is not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice.

If you do not want the Courtesy Pay service, you must inform the Credit Union in person, by telephone by calling 800-222-7228 or by sending written notice to the Credit Union. Your notice should be sent to Sierra Central Credit Union at 1351 Harter Parkway, Yuba City, CA 95993.



ARBITRATION AGREEMENT AND WAIVER OF CLASS AND COLLECTIVE ACTIONS

Please read this Arbitration Agreement and Waiver of Class and Collective Actions (“Arbitration Agreement”) carefully. If you do not timely opt-out as permitted below, it affects your rights and may have a substantial impact on how legal claims and disputes between you and the Credit Union are resolved.

AGREEMENT TO ARBITRATE CLAIMS

This Arbitration Agreement is effective upon the 61st day after the first time we provide it to you (“Effective Date”) unless you opt-out in accordance with the requirements of the YOUR RIGHT TO OPT-OUT OF THIS ARBITRATION AGREEMENT provision below. We reserve the right to make changes to this Arbitration Agreement. We will provide you with notice of any change as required by law. However, if we believe we are making changes that are to your benefit or are simply providing you with additional information about arbitration and/or this Arbitration Agreement, you agree that any such changes will not provide you with any new right to opt-out, unless otherwise provided under applicable law.

You and the Credit Union agree that binding arbitration may be elected by either you or the Credit Union with respect to any past, present, or future dispute, claim, or controversy above the small claims jurisdictional limit arising out of or relating to the About Your Credit Union Accounts, Your Truth-in-Savings Disclosure (“Account Agreement”) and/or any Credit Union account, product, or service governed by the Account Agreement, even if the claim, dispute, or controversy arises out of, affects, or relates to conduct that occurred prior to the Effective Date of this Arbitration Agreement, and even if the other party has already initiated a lawsuit.

HOW IS ARBITRATION ELECTED?

Arbitration is elected by one party making a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and the Credit Union agree, upon such written demand, motion, or initiation, to submit to, and that such claim shall be settled by, binding arbitration.

WHAT IF THE CLAIM AMOUNT FALLS WITHIN SMALL CLAIMS COURT JURISDICTION?

Neither party will demand the arbitration of an action properly filed in small claims court, or its state’s equivalent court, or for any claim or dispute within the scope of the small claims court’s jurisdiction. But if a claim is transferred, removed, or appealed to a different court, such claim shall be subject to binding arbitration.

WHAT RULES WILL GOVERN THE ARBITRATION ACTION?

The arbitration will be subject to the rules of the American Arbitration Association (“AAA”) for consumer disputes in effect at the time the arbitration is initiated, or such similar rules as may be adopted by AAA (“Rules”). If there is any conflict between the Rules of the AAA and this Arbitration Agreement, then this Arbitration Agreement will control to the extent of the inconsistency. If the AAA is unavailable to resolve a claim or dispute, and if you and the Credit Union do not agree on a substitute forum, then the Credit Union can select the arbitration forum for the resolution of the claim or dispute. For more details and to obtain a copy of AAA’s Rules and arbitrator rosters, check the American Arbitration Association’s website, www.adr.org, or call the American Arbitration Association’s Customer Service telephone number at (800) 778-7879.

The arbitration shall be conducted before a single arbitrator appointed by the AAA. The arbitrator shall be an attorney, retired judge, or AAA panel member, with experience and knowledge regarding financial institutions and transactions.

WHAT ARE THE BASIC DISTINCTIONS BETWEEN ARBITRATION AND COURT PROCEEDINGS?

There is no judge or jury in an arbitration proceeding, and the appellate rights of both parties are more limited than in court. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator, and the commencement of an arbitration under this Arbitration Agreement

shall be deemed the commencement of an action for such purposes. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The arbitrator's decision shall be final and binding and may be entered in any state or federal court having jurisdiction. Except as provided under applicable law, the arbitrator's award is not subject to review by a court, and it cannot be appealed. Any claims and defenses that can be asserted in court can be asserted in arbitration. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including public injunctive relief under the California Consumer Legal Remedies Act and Unfair Competition Law.

HOW ARE ARBITRATION FEES AND COSTS ALLOCATED?

The filing, administration, and arbitrator fees imposed on you and/or the parties by the AAA pursuant to this Arbitration Agreement shall be paid by the Credit Union. Each party shall be responsible for and pay their respective costs, including attorneys' fees, incurred by them in preparing and presenting their cases during the arbitration proceedings, regardless of who prevails.

WHERE WILL THE ARBITRATION BE HELD?

Arbitration hearings will be held in a location reasonably convenient to your residence, or at another location if mutually agreed, but if personal attendance is burdensome or not feasible for you, the Credit Union will not object to you choosing to have your claims handled via telephone or other medium allowing for remote access to hearings and proceedings if otherwise allowable by the AAA and/or under the Rules.

WHAT RIGHTS AND OR CLAIMS ARE NOT AFFECTED BY THIS ARBITRATION AGREEMENT?

This Arbitration Agreement does not preclude you from bringing claims regarding the Account Agreement and/or your accounts, products, or services governed thereunder to the attention of any federal, state, or local government agency or entity. Such agency or entity may be able to seek relief on your behalf.

Nothing in this Arbitration Agreement shall limit your or the Credit Union's right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to apply to a court of competent jurisdiction to obtain provisional remedies (including, but not limited to, applying for injunctive relief, a temporary restraining order, a temporary protective order, an attachment order, or any other pre-judgment remedies) or interpleader relief. The exercise of such rights will not constitute a waiver of the right to submit to arbitration any dispute regarding the Account Agreement.

This Arbitration Agreement will not apply to any disputes involving a consumer loan secured by real estate, or a consumer loan we provide you to the extent you and/or a co-borrower are "covered borrowers" under the Military Lending Act on such loan.

WILL THIS ARBITRATION AGREEMENT SURVIVE IF YOUR RELATIONSHIP WITH THE CREDIT UNION CHANGES?

This Arbitration Agreement shall survive your death, the closing of any of your accounts, the termination of any product or service, or of your business or transaction(s) with us, or any bankruptcy filing to the extent consistent with applicable bankruptcy law and shall also survive as to any claim within the scope of the Account Agreement.

WHAT LAW WILL GOVERN THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT?

Notwithstanding anything to the contrary in the Account Agreement, this Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") and shall be interpreted and enforced in accordance with the FAA to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the claim or dispute at issue. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including issues relating to the validity or enforceability of this Arbitration Agreement, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine the validity and effect of the waiver of class and collective actions below.

If any term or provision of this Arbitration Agreement is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision.

WAIVER OF CLASS AND COLLECTIVE ACTION AND WAIVER OF JURY TRIAL FOR CLAIMS SUBMITTED TO ARBITRATION

YOU AND THE CREDIT UNION EACH EXPRESSLY INTEND AND AGREE THAT ANY AND ALL CLAIMS SUBMITTED TO ARBITRATION MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND HEARD SOLELY ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A CLASS ACTION OR OTHER PURPORTED OR ACTUAL COLLECTIVE ACTION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING. WITH RESPECT TO ALL SUCH ARBITRABLE CLAIMS, YOU HEREBY AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, OR LITIGATE ON A CLASS-WIDE BASIS OR ANY BASIS OTHER THAN AN INDIVIDUAL BASIS. YOU AND THE CREDIT UNION HEREBY VOLUNTARILY AND KNOWINGLY ACKNOWLEDGE AND AGREE THAT, WITH RESPECT TO ALL DISPUTES, CONTROVERSIES, AND CLAIMS SUBMITTED TO ARBITRATION, ALL PARTIES ARE WAIVING THE RIGHT TO TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY LAW. THE PARTIES ANTICIPATE THAT BY ENTERING INTO THIS AGREEMENT, THEY WILL GAIN THE BENEFITS OF A SPEEDY AND LESS EXPENSIVE DISPUTE RESOLUTION PROCEDURE.

YOUR RIGHT TO OPT-OUT OF THIS ARBITRATION AGREEMENT

IF YOU DO NOT WANT THIS ARBITRATION AGREEMENT TO APPLY TO THE ACCOUNT AGREEMENT AND/OR YOUR ACCOUNTS, PRODUCTS, OR SERVICES GOVERNED THEREUNDER, YOU MAY OPT-OUT BY SENDING A WRITTEN REQUEST TO THE CREDIT UNION POSTMARKED WITHIN SIXTY (60) DAYS OF THE FIRST TIME YOU RECEIVE THIS ARBITRATION AGREEMENT. THE OPT-OUT MUST INCLUDE YOUR FULL NAME, ADDRESS, TELEPHONE NUMBER, ACCOUNT NUMBER AND PERSONAL SIGNATURE, AND MUST BE MAILED TO THE CREDIT UNION AT:

Sierra Central Credit Union
1351 Harter Parkway
Yuba City, CA 95993

OPTING OUT WILL NOT TERMINATE THE ACCOUNT AGREEMENT OR AFFECT ANY OTHER RIGHTS OR OBLIGATIONS YOU OR THE CREDIT UNION HAVE UNDER THE ACCOUNT AGREEMENT. IF YOU DO NOT OPT-OUT AS PROVIDED ABOVE WITHIN SIXTY (60) DAYS, YOU UNDERSTAND AND AGREE THAT THIS ARBITRATION AGREEMENT SHALL BE BINDING ON YOU AND THE CREDIT UNION.

TAXPAYER IDENTIFICATION NUMBER (TIN) AND BACKUP WITHHOLDING INSTRUCTIONS FOR W-9 FORM

NAME

You must enter one of the following; do not leave this line blank. The name should match the name on your tax return. If this is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name. **Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

Sole proprietor or single-member LLC. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box on the IRS Form W-9 any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on IRS Form W-9.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Except as provided on the IRS Form W-9, corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions. Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

Exemption from FATCA reporting code. The codes shown on IRS Form W-9, Specific Instructions, Exemption from FATCA reporting code, identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting Form W-9 if you are uncertain if the financial institution is subject to these requirements.

PART I. TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

PART II. CERTIFICATION

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

PRIVACY ACT NOTICE

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the

above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECURE YOUR TAX RECORDS FROM IDENTITY THEFT

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft. The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts. If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338). Visit IRS.gov to learn more about identity theft and how to reduce your risk.

PENALTIES

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

WHAT NAME AND NUMBER TO GIVE THE REQUESTER

For this type of account:	Give name and SSN of:
1. Individual	The Individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregard entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal Entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* Note: The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed

Call Center Phone Number:
800.222.7228

Office Hours:
Monday - Friday 7:00 a.m. - 7:00 p.m.

