
Personal Account Agreement and Disclosures

Effective July 1, 2020



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Call Center Hours	6:30 a.m. - 4:30 p.m. (PT)

After hours, please leave a detailed message of how we can reach you worldwide.

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www.eccu.org



Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration (NCUA), a U.S. Government Agency.



Personal Account Agreement and Disclosures

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Welcome to Evangelical Christian Credit Union (ECCU)

MEMBERSHIP

Prior to opening an account with ECCU, an individual must qualify and be approved for membership. You must be and remain a member in good standing to maintain any account. A non-refundable membership fee is required to join the credit union. Once a member, you have six (6) months to establish a qualifying account relationship. Your membership will become inactive if you have not maintained a qualifying relationship for any six (6) month period and may be subject to a reactivation fee. Inactive memberships are subject to termination.

ACCOUNT AGREEMENT

Upon completion of and delivering to ECCU the appropriate documentation, forms, or instructions in such form acceptable to us (ECCU Documents), this **Personal Account Agreement and Disclosure**, the **Personal Account Information and Fee Schedule**, **Dividend Rate Schedule**, and other documents that you receive represent our agreement with you. By completing and delivering to us the appropriate ECCU Documents and maintaining your account, and each time you add new accounts or services in the future, you acknowledge that you understand and agree to these terms and any amendments we may make to them in the future. The agreement(s) you make with us, and the rights and obligations we both have, are governed by and interpreted according to California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law shall not be applied if that would result in the application of non-California law. Please read these documents carefully and keep them for your records.

In this **Personal Account Agreement and Disclosure** ("Agreement"), the words "you," "us," "our," and "credit union" refer to Evangelical Christian Credit Union (ECCU). With the exception of exercising your membership rights and unless otherwise expressly agreed in writing, our relationship with you shall be that of debtor and creditor, and no fiduciary, quasi-fiduciary, or other special relationship exists between you and us as long as you have an active membership.

ACCOUNT OWNERSHIP

You must clearly indicate, on your ECCU Documents, the exact vesting you desire for your account. You may wish to consult with an attorney and/or tax advisor before deciding which form of vesting is best for you. Title, ownership, account access, and beneficiary designation will be determined by the documentation you have completed and filed with us. If you want to change your account in any way, you must properly complete the ECCU Documents that we require, which shall not be effective until received by us at the address indicated by the forms, and we have had a reasonable opportunity to act on such forms. You agree that we are authorized to rely solely on the most current documentation we have in our possession. You agree to indemnify us and to hold us harmless from any and all liability due to our reliance on such documentation. For personal accounts, if more than one (1) person signs on the signature card, all accounts are held in joint tenancy with right of survivorship, unless you specify another type of ownership. If there is more than one (1) owner named on an account, all owners agree that all sums now paid in or hereafter paid in by any one (1) owner including dividends, if any, are and shall be owned by all account owners jointly and

equally, regardless of their net contributions with right of survivorship, and shall be subject to withdrawal or receipt by any one (1) account owner(s) or any of the surviving account owner(s). Any such payment shall be valid and shall discharge ECCU from any liability. We are not obligated to inquire as to the source of funds deposited to a joint account or as to the proposed use of funds withdrawn from a joint account for the purpose of establishing net contributions. We consider any account that names a beneficiary an informal trust account. This account is the owner's personal account while the owner(s) is living. After the last owner dies, the funds belong to the beneficiary of the last surviving owner. You may name separate beneficiaries on each of the accounts opened upon completion of the required ECCU documents.

Joint Tenancy Joint tenancy means that you and one (1) or more person(s) sign on the account and own it together. Each of you has the right of survivorship; if one (1) owner dies, ownership of the account and all funds then belong to the surviving owner(s). A right of survivorship arising from a joint tenancy account cannot be changed by will.

"In Trust" or "Payable-On-Death" Accounts If you open an individual or joint trustee account "in trust" for someone else (and there is no trust document) or you designate it as a Payable-On-Death Account, the account will pass to the beneficiary named on the signature card upon the death of the last surviving account owner. If there is more than one (1) beneficiary, each will receive an equal share of the funds unless you have given us other specific written instructions. During your lifetime, you may exercise full control over the account and may make deposits to and withdrawals from the account.

Documented Trust Accounts If you are a trustee and want to establish an account in connection with a written trust, we may require you to provide us with a notarized trust certification, confirming your power as trustee, prior to opening the account. We are not required to know, understand, interpret, or enforce the terms of any trust document, even if a trust document is provided to us.

Uniform Transfer to Minors Act Accounts This account is utilized when transfers of property to a minor, supervised by an adult, (usually a parent acting as a custodian) are made. Transfers to minors must be irrevocable and are taxed to the minor. The custodianship ends when the child reaches legal age. During the period of the custodianship, the custodian is the only owner who is authorized to make withdrawals from the account. We are not required to administer or supervise the activity on this account. Note: California law permits only one (1) custodian and only one (1) minor for each account.

Court-Appointed Personal Fiduciary Accounts Persons under legal disability (e.g., minors or adjudicated incompetents) may have a court-appointed or agency-appointed fiduciary (e.g., custodian, guardian, or representative payee) to receive and manage funds on their behalf. Only the fiduciary may transact business on the account, and the funds should only be used for the benefit of the person who is under the disability. We are not required to administer or supervise the activity on this account.

Estate Accounts If you have been appointed to act as executor or administrator of an estate, we will require Letters Testamentary or Letters of Administration to open an estate account. For smaller estates, when a decedent's personal property does not exceed an established dollar value, a party in interest may obtain the property without a formal probate process under California law. Contact your legal counsel for additional information regarding smaller estates.

CHANGES IN TERMS/NOTICES

We may change the terms and conditions discussed in this Agreement at any time by adding, deleting, or amending terms. We may add new accounts

and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services.

We will inform you of changes affecting your rights and obligations either electronically or by mailing you a notice at the address we currently show for your account. For accounts with more than one (1) signer, notices we send are binding on all signers. We will generally notify you before the effective date of the change. However, unless a different time is stated in the notice, the changes will be effective immediately. Where required by law, we shall send you a notice at least thirty (30) days before the effective date of the change(s). We may include a notice with or on your statement. If you continue to maintain your account or you continue to use the service affected by the change after the effective date of a change, you are thereby indicating your agreement to be bound by the change. If you do not agree to a change, you must close your account(s) or discontinue your use of the service. If notices we send to you are returned to us, we may destroy them. If a notice is returned to us, the change contained in the notice is still effective.

DEPOSIT INSURANCE

Funds in your share accounts at ECCU are federally insured up to \$250,000 by the National Credit Union Administration (NCUA). The Standard Maximum Share Insurance Amount (SMSIA) for a credit union member is defined in NCUA's Rules and Regulations, as \$250,000 and may be increased from time to time. Share accounts maintained in different rights or capacities, or forms of ownership, may each be separately insured up to the \$250,000 SMSIA, or in the case of certain retirement accounts, up to \$250,000. Thus, a member may hold or have an interest in more than one separately insured share account in the same insured credit union. Federally insured share accounts are backed by the full faith and credit of the United States Government. For additional information on insurance coverage, please contact us directly or contact the NCUA at www.ncua.gov.

DEFINITIONS

The following are some important concepts and terms that appear in this Agreement:

Annual Percentage Yield (APY) The percentage rate reflecting the total amount of dividends paid on the account, based on the dividend rate and frequency of compounding for a 365-day period.

Business Days Monday through Friday, excluding credit union holidays, or any day the Federal Reserve is open for business.

Beneficiary For the purpose of funds transfer, the person who receives the payment.

Dividends Because we are a credit union and you are a member/owner of ECCU, we pay dividends instead of interest.

Duplicate Presentment when the same check is presented for payment more than once regardless of whether the method is paper or an electronic image.

ECCU Documents Any and all agreements executed by you, and any and all disclosures, and terms and conditions applicable or related to your membership and any account, product, or service requested, used, and/or received by you at any time, including but not limited to completion of the appropriate documentation, forms, or instructions received in such form acceptable to us, the **Personal and Business Account Agreement and Disclosures**, and the **Personal Account Information and Fee Schedule**.

Funds Transfer The process of carrying out payment orders that leads to paying a beneficiary.

Minimum Balance Lowest end-of-day balance. The end-of-day balance is the amount of funds on deposit after we finish processing that day's transactions.

Personal Account Agreement and Disclosures

Money Market Share Account Also can be called and referred to in this Agreement as a "money market account."

New Account An account that has been opened for fewer than six (6) months.

Non-Interest-Bearing Transaction Account An account or deposit maintained at an insured credit union:

- To which interest/dividends are neither accrued nor paid;
- On which the account holder or depositor is permitted to make withdrawals by negotiable or transferable instrument, payment orders of withdrawal, telephone, or other electronic media transfers, or other similar items for the purpose of making payments or transfers to third parties or others; and
- On which the insured credit union does not have the right to require advance notice of intended withdrawals.

This definition of non-interest-bearing transaction account encompasses only traditional, non-interest-bearing demand deposit (checking or share draft) accounts that allow for an unlimited number of deposits and withdrawals at any time, whether held by a business, an individual, or other type of member.

Payment Order: The instructions you give or we receive regarding a funds transfer.

Regular Share Account Also can be called and referred to in this Agreement as a "savings account."

Share Certificate Also can be called and referred to in this Agreement as a "certificate account."

Share Draft Also can be called and referred to in this Agreement as a "check."

Share Draft Account Also can be called and referred to in this Agreement as a "checking account."

ACCOUNT INFORMATION AND FEE SCHEDULE

A **Personal Account Information and Fee Schedule** associated with the accounts discussed in this Agreement is provided separately and is incorporated by this reference as if set forth in full.

DIVIDEND RATE SCHEDULE

A **Dividend Rate Schedule** for dividend-bearing accounts is provided separately and is incorporated by this reference as if set forth in full.

GENERAL TERMS

The following terms apply to your account(s).

ASSIGNMENT We may assign this Agreement or delegate our responsibilities hereunder to third parties at any time. If necessary, you will be notified of such assignment.

AUTHORIZED SIGNERS Authorized signatures for an account are noted on the account signature card. We do not offer accounts on which two or more signatures are required for a withdrawal or other instruction. If you indicate on your checks or other orders, that more than one signature is required, this indication is for your own internal purpose. You agree it is not binding on ECCU.

AVAILABILITY OF FUNDS We generally make funds from your cash and/or check deposit available to you on the first business day after the day we receive your deposit. However, electronic direct deposits are available on the day we receive your deposit. The available funds may be withdrawn or used for payment of checks and other debits. When we determine the availability of your deposit, we consider every day a business day, except Saturday, Sunday, and credit union holidays, or any day the Federal Reserve is open for business. If you make a deposit at an ATM on a regular business day, prior to the cut-off time, we will consider that to be the day of your deposit. Funds are generally available two (2) business days after the day you make your deposit at an ATM that we own or operate. All ATMs that we own or operate are identified as our machines. If you make a deposit at a contracted location prior to their cut-off time on a regular business day, we will consider that to be the day of your deposit. If you make a deposit after these times, we will consider that the deposit was made on the next business day. We reserve the right to delay availability of deposited funds. Depending on the type of check you deposit, the funds may not be available until the second business day after the day of your deposit. In general, the first \$300 of your deposit will be available on the first business day after the day we receive your deposit. If we delay the availability of your funds, we generally notify you at the time we make the decision and tell you when the funds will be available.

Longer Delays May Apply

We may delay funds you deposit by check for up to seven (7) business days under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$6,000 on one (1) day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six (6) months; or
- There is an emergency, such as a communications or computer equipment failure.

Special Rules for New Accounts

If you are a new member, the following rules may apply during the first 30 days your account is open. Funds from deposits of cash, wire transfers, and the first \$6,000 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. The excess over \$6,000 will be available on the ninth business day after the day of your deposit. We may delay funds from all other check deposits for up to eleven (11) business days.

ACCOUNTS NOT SUBJECT TO AVAILABILITY OF FUNDS

While share savings and money market accounts are not subject to the Availability of Funds, holds on these types of accounts may be placed in the following situations:

- If we cash a check for a member, and that check is drawn on a different institution
- If we accept a deposit to a member's share draft account and make funds immediately available from the account, ECCU may place a hold on any other deposit account of that member if the deposited check is drawn on another institution

CASH TRANSACTION REPORTING Federal law requires us to submit a Currency Transaction Report (CTR) to the Internal Revenue Service (IRS) for any cash transaction of more than \$10,000 on any one (1) day. We prepare the report when the transaction occurs. We are required to obtain certain information about the individual who conducts the transaction and the individual or organization for whom the transaction is being conducted. If you have any questions, contact your local IRS office.

Federal law requires you to report to the U.S. Customs Service the transportation of cash or monetary instruments of more than \$10,000 in or out of the United States. If you have any questions, contact the U.S. Customs Service.

CHECK LEGENDS If you have checks printed with legends or notations, such as "not valid after 60 days," "not valid over \$1,000," "two signatures required," or if you cash or deposit items with such legends or notations, you agree that we may disregard these instructions. Our equipment cannot automatically process or review this information. If you cash or deposit an item or write a check with such legends or notations, you agree that it applies only between you and the payee or maker. The legend or notation will have no effect on us and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claims, damages, expenses, or alleged losses of any maker or payee of checks with notations or legends, whether you are the maker or payee, or the funds are otherwise deposited into an account in which you have an interest. If you do not want us to pay a stale-dated check, you must place a stop payment on the check.

CHECK PROCESSING You understand and agree that we may use automated means to process checks and other items written on or deposited to your account. Although we may manually review checks or other items drawn on your account, you understand and agree that reasonable commercial standards do not require that we do so. Further, the credit union can disregard any instruction that purports to require more than one (1) signature on a check drawn against your account and that one (1) signature will be sufficient to authorize us to process the payment. Digital and electronic images are also considered "items" or "checks."

CHECK STORAGE Cancelled checks (checks written off of your ECCU account) are not returned. Instead, our regular practice is to store copies of cancelled checks and destroy the originals. Copies of the checks are available for seven (7) years from the date the checks are paid. You may access copies of checks for up to six (6) months from the date the check was paid, using online banking at no additional cost. Like a cancelled check, a copy (which may be a substitute check or image replacement document) should be acceptable as proof of payment and for other record-keeping purposes. To produce a physical copy of a cancelled check, we need the account number, check number, exact amount of the check, and date the check was paid. Generally, we mail or make a copy available within five (5) business days. Additional fees may apply.

CLOSING AN ACCOUNT You or we may close your checking, money market, or savings account at any time without advance notice. We may, however, require you to give us advance notice when you intend to close your account by withdrawing all your funds from a savings or money market account (see Notice of Withdrawal, page 4). You or we may close your certificate account at maturity without advance notice. This Agreement continues to govern matters related to your account even after your account closes.

DEATH, INCOMPETENCE, DISSOLUTION, OR DISPUTE You agree to notify us promptly if any owner on your account dies or is declared incompetent by a court of law. We may place a hold on your account and refuse to accept deposits or pay checks and electronic debits when an owner dies or is declared incompetent. We may retain funds in your account until we know the identity of the successor. You understand that if a depositor (e.g., a government agency) demands that we return any sums directly deposited to your account during the month of or after the death of any account holder on your account, we must honor such a demand and may debit your account for all amounts returned to the depositor. If the transaction creates an overdraft, you will be required to repay us.

DEPOSITS We may accept items payable to you for deposit to your account from any source without questioning the authority of the person making the deposit. We may endorse items for you that we receive for deposit but may require your personal endorsement prior to accepting an item. If you deposit an item which bears the endorsement of more than one (1) person or persons who are not known to us, we may refuse the item or require all endorsers to be present or to have their endorsements guaranteed before we accept the item. We may charge any of your accounts for any item cashed or deposited by you which is lost, stolen, or destroyed in the collection process, or is returned to us at any time as unpaid for any reason. If we receive a deposit on a weekend, a holiday, or after closing on a business day, we may treat it as if we had received it on the next business day. If your deposit or payment is not accompanied by instructions indicating how or where it is to be applied, we may credit it at our discretion to any account you maintain with us. We may credit a deposit or loan payment to your account on the day we receive it, even if the check is postdated. You understand and agree that all deposits are subject to verification and agree that if our count differs from yours, you agree that our figure will be the correct one.

DIRECT DEPOSIT With this service, we electronically deposit periodic payments, such as salary, pension, and Social Security benefits, or other regular monthly income into your checking, money market, or savings account. To determine if direct deposit service is available through your employer, contact your payroll or personnel department. If your employer offers this service, when you sign up, give the employer a voided check from your account. For direct deposit of pensions, annuities, and other regular monthly income, sign up with the payer. To sign up for direct deposit of your Social Security benefits, contact the Social Security Administration at 1.800.772.1213 or www.socialsecurity.gov or call us for a direct deposit sign-up form. You may also use this form to sign up for direct deposit of other federal government income.

DISCLOSING INFORMATION We may disclose information about your accounts to credit reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information. We also disclose information about your account to third parties:

- When it is necessary for completing transactions;
- To verify the existence and condition of your account for the third party, such as a credit bureau or merchant;
- To comply with a government agency, court order, or with request of a state or federal regulator;
- If you give us your permission; or
- As otherwise provided in our [Privacy Policy Disclosure](#).

We may disclose information about your account to an account verification service if we close your account because of your unsatisfactory handling, fraud or attempted fraud, or criminal activity. Information we report usually includes your name, address, Taxpayer Identification Number (TIN), the date, and reason the account was closed. The account verification service may supply this information to others. For more information of the types of disclosures we may make about you and your accounts, please refer to our [Privacy Policy Disclosure](#), which is hereby incorporated by this reference as if set forth in full.

DOCUMENT IMAGING You acknowledge and agree that we, at our option, may choose to create and retain electronic copies of your original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned or stored images of your records will have the same effect as the original records.

EMAIL SECURITY GUIDELINES If you request a transaction or send us instructions for an account using email, you authorize ECCU to act on such

request without regard to any instruction or agreement between us that may require more than one (1) signature to process a transaction. Confidentiality and security are of the utmost importance. Therefore, you agree not to send member number(s), street address number(s), account number(s), Visa® credit card or Visa® Gold check card number(s), or Taxpayer Identification Number(s) (TIN) when electronically corresponding with ECCU. We are not responsible for disclosure of this information or other confidential information which may be included in your email to us. If you think we need this information to respond to your email, you should contact us by telephone or in writing rather than by email. Identifying the product, service name, the last three digits of an ECCU account number, or the last four digits of a Visa® card or Social Security Number (SSN) should be sufficient for us to respond to or act on your request. Your email address will be cross-referenced at ECCU to determine your account number(s).

You agree to provide us with your current email address, instructions from which ECCU can rely upon as being authorized by you. You agree that any change to an email address, after identity verification, can be made in person, by phone, from a current email address on file, secure email, or by paper request. If ECCU receives a request by email from an email address other than the current email address listed in our files, ECCU will not process the request, and further access to your account(s) may be restricted.

Certain transactions may require verification and/or your signature before ECCU can process the request. You agree that we may take a reasonable amount of time to act on any email we receive from you. Any information you receive from us in response to your email correspondence is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. Such information does not supersede and is not provided in lieu of your statements, receipts, or disclosures that we send you. We are not responsible for any deficiencies in the accuracy, completeness, availability, or timeliness of information disseminated via email or any investment or other decision you make using this information.

ECCU, at its discretion, may refuse to act on email requests without notice to you.

All correspondence to ECCU must be written in the English language.

You indemnify and hold harmless ECCU in the event of any of the following:

- ECCU acts upon a request by someone not authorized to use your email address(es);
- ECCU acts upon a request by someone you have given your email address to;
- Confidential information (e.g., name, account number, etc.) is captured in transit to or from ECCU and used by unauthorized person(s); or
- Your email request is never received by ECCU.

ECCU is not responsible for delays in delivery of email messages to or from ECCU. All ECCU disclosures and fee schedules apply to all email and/or electronic transactions. Any transaction request that requires signature verification must be made in person, by mail, by fax or in a format agreed upon by both you and us.

Continued use of communication via email constitutes acceptance of the terms of these email security guidelines.

ENDORSEMENTS CHECKS We restrict both how you endorse checks that you ask us to cash or deposit and what you may place or have preprinted on the back of checks. You must endorse checks in the area that is and 1/2 inches from the trailing edge of the back of the check. The trailing edge is the left side of the check when you look at it from the front. You must also confirm information that you place or have preprinted on your checks to the area described above. If your endorsement or information obscures our credit union's endorsement, you are liable for checks that are returned late and unpaid and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting. Deposits made via a mobile device or tablet must bear the restrictive endorsement of "ECCU for mobile deposit." You may be liable for losses due to duplicate presentation where mobile deposits are missing this restrictive endorsement.

ENFORCEMENT You understand and agree that we may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same rights at another time. You waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement. If any of the provisions of this Agreement are determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect. You understand and agree that if it is necessary for us to take legal action in order to enforce the terms of this Agreement or to recover monies due to us from you, you will be responsible for payment of our collection costs and expenses of litigation (including attorneys' fees and court costs).

FACSIMILE DOCUMENTATION By sending requests, wire transfer orders, and other documentation to us via facsimile, including documentation bearing your signature or that of an authorized signer, you agree and authorize us to rely and act upon such documentation as though it were the original. ECCU, at its discretion, may refuse to act on facsimile requests without notice to you. If you provide us with your facsimile telephone number, you agree to accept any notices or information from us via facsimile, and such will be deemed delivered when sent by us.

FACSIMILE SIGNATURE You authorize and direct ECCU to honor all checks, drafts, or other orders for the payment of money (including those drawn to the individual order of any person(s) whose names appear thereon) drawn on account(s) with ECCU that bears or appears to bear a facsimile of your signature(s) that resemble the specimen signature(s) on file with ECCU. You are solely responsible for safeguarding your facsimile signature equipment and check stock. You agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs and expenses, including attorneys' fees, arising directly or indirectly out of the misuse, or the unlawful or unauthorized use, of a facsimile signature by any person.

FEES AND CHARGES We may deduct amounts you owe us, such as fees and charges, from your account. See our current [Personal Account Information and Fee Schedule](#) for applicable fees and charges. If sufficient funds are not available, the charges are payable on demand, and will be treated as an overdraft for checking accounts.

Shared Branch locations may charge additional fees. Fees for transactions will be posted by the Shared Branch where deposits are made, if applicable.

HEADINGS AND INTERPRETATION We include section and paragraph headings in this Agreement to help you find terms and provisions. The headings are for convenience or reference only. They do not limit the term or provision. In some sections we give examples. The examples cover some, but not all, of the situations or items that are covered by the section.

HOW TO REACH US You may write us, telephone us, or email us at the addresses and telephone numbers shown on the back of this Agreement and on our website.

INTERNATIONAL ITEMS You understand that foreign instruments (i.e., foreign checks, foreign drafts) deposited to your account are accepted on a collection basis only and are not treated as a deposit until collected. They are sent for collection solely for you and at your risk, and ECCU is not liable for any event in the collection process which is beyond our control, including a default by any banks or agents involved in the collection process or for

Personal Account Agreement and Disclosures

loss of the foreign instrument in transit. ECCU reserves the right to deny processing of any foreign instrument that our correspondent service provider declines to process (i.e. special collections). ECCU may send the foreign instruments directly, or through a correspondent to any bank, including a payor, for purposes of collection. ECCU may deduct fees and charges assessed by the payor bank and any agents involved in the collection process from the amount collected or from your account. ECCU reserves the right to place an uncollected funds hold on any item sent for collection, but we may provisionally credit your account for these items upon deposit. If the collection is returned unpaid and we have credited your account, ECCU may charge your account for the amount of the item and any dividends you may have earned on it at our current exchange rate and for a collection fee together with other charges assessed by the payor bank. You should note that a foreign instrument that has been sent for collection may be returned later for various reasons such as stop payment, fraud, etc., and that ECCU may debit your account at our current exchange rate including fees assessed by the foreign bank for any instrument returned for any reason. ECCU makes no representations or warranties with respect to exchange rates on any international item. Collection of foreign items is subject to the Uniform Rules for Collection of Commercial Paper, International Chamber of Commerce.

Shared Branch locations only accept checks payable in U.S. dollars and payable through U.S. Financial Institutions.

LEGAL PROCESS If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, summons, or similar order relating to your account, we must comply. We may charge a legal process fee and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. If we are not fully compensated for our record research, photocopying, and handling costs by the party that served the process, we may charge such costs to your account. You agree to indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages associated with our compliance with any process that we believe to be valid.

Depending on the type of order, we either immediately deliver the funds or property, or hold them for the time specified in the legal order. We do not pay dividends on the funds during the period we hold them. If we use funds from a certificate account, they are subject to the early withdrawal penalty.

To the extent required by law, we may accept and act on any order served by mail or facsimile transmission, or delivered to the branch office where your account is held or to locations other than the branch where your account is held. We will notify you of most legal orders received unless prohibited by federal or state statute.

NON-SUFFICIENT FUNDS (NSF) When you do not have enough available funds in your checking, savings, or money market account to cover a check or other debit, we consider the check or other debit an NSF item. IMPORTANT: The available balance is used to determine if an item is NSF, not the current balance. You can link your account to another deposit account for overdraft protection. With overdraft protection we transfer funds to your account to cover the item and charge you a transfer fee. (For example, if you have an NSF item in your checking account and your savings account is on file as your overdraft protection account, we would then transfer funds from your savings to checking to cover the NSF item.) If you do not have overdraft protection or enough coverage, we charge you an NSF fee and, at our option, either return the item unpaid or pay it and overdraw your account (for additional information, see Overdraft Protection, on this page). Additionally, if an item is presented and returned multiple times for non-payment, an NSF fee may be imposed for each occurrence. If we overdraw your account to pay an item, you must repay us. You agree that we may apply your deposits, as permitted by law, toward overdrafts and overdraft fees. If we pay items by overdrawing your account, we are not obligated to continue paying your NSF items. We may stop paying NSF items without notice to you.

Funds in your account are not available if we determine that they are subject to a hold, a dispute, or a legal process that prevents their withdrawal. We will provide a recap of paid overdrafts and returned fees on your monthly statement.

NOTICE OF WITHDRAWAL We may require all savings, money market, and certificate account holders to give seven (7) days' written notice before a withdrawal.

OFFICIAL/CREDIT UNION ISSUED CHECKS Stop payment orders cannot be placed on official/credit union issued checks. If an official check is lost, stolen, or destroyed, you will be required to execute and deliver to us the appropriate ECCU Document in such form acceptable to us. We will not be able to reissue the check (or re-credit your account, if applicable) until ninety (90) days after it was issued and all conditions of the ECCU Document have been met. You agree to indemnify us for any loss or claim occasioned by us attempting to, or stopping payment on such check.

OVERDRAFT LIABILITY You are liable to us to repay any overdraft on your account. You may be charged interest on the daily amount of any overdraft on your account. If there is more than one (1) person authorized to sign on your account, each owner of the account, jointly and severally, is liable to us for any overdraft on the account, whether you signed the item that created the overdraft or not, and whether you benefited from the proceeds of the item creating the overdraft or not. By opening an account with us, you waive any provision of state law to the contrary. Any overdraft must be repaid at once. The fact that we allow one (1) or more overdrafts on an account shall not obligate us to allow another overdraft or to increase an existing overdraft, and we shall not be liable for not allowing or increasing overdrafts without notice to you even though we may have previously done so.

OVERDRAFT PROTECTION Overdraft protection is offered to help protect your account from overdrafts and rejected items. You can link your account to another deposit account for overdraft protection. When your account balance falls below zero, we will automatically transfer available funds from your linked account(s) and charge a transfer fee. Any amount transferred will be the exact amount needed to pay the item(s) presented. If sufficient funds are not available, the transfer will not be made. The owner(s) of linked accounts must be the same. A notice will be provided to confirm the transfer. Your overdraft protection will be cancelled if you or we close your linked account(s).

OWNERSHIP DISPUTES If we believe there is a dispute about ownership or control of your account, or if we receive conflicting claims to funds of an account you hold, we may, at our discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to our satisfaction (e.g., a court order or an instruction signed by all persons claiming an interest in the account). You understand that individual, joint, trust (Totten or passbook), and Pay-on-Death accounts may be subject to the Multiple Party Accounts Law, Division 5, Part 2 of the California Probate Code, as now in effect or hereafter amended.

PAYING CHECKS AND OTHER ITEMS We may debit your account for a check or other item drawn on your account at the time it is presented to us for payment, or at the time we receive notice that the check or other item has been deposited for collection at another financial institution, whichever is earlier. As we process checks and other items for payment against your account, items are sorted by amount, largest to smallest, before posting. We attempt to pay the largest item first and then each subsequent item in

amount order, paying only the items for which funds are available. We may receive multiple check files per day and we will post checks received in each file in this order. This may increase the number of items presented to your account against Non-Sufficient Funds (for additional information, see Non-Sufficient Funds, on this page).

PERSONAL ACCOUNTS WITH MORE THAN ONE (1) SIGNER We may cash or deposit all checks payable to any signer when endorsed by any other signer. Each signer is individually liable for debts owed to us on an account, regardless of which signer incurred the debt.

PERSONAL INFORMATION AND ADDRESS CHANGES We may rely on the information you give us on your ECCU Documents until you notify us of a change. You must notify us immediately if you change your address. This change may be required in writing or in a format acceptable by ECCU and agreed to by you. We may obtain credit reports and make any other inquiries about you.

POWER OF ATTORNEY If you want to grant someone power of attorney over your account, we may require you to complete and deliver to us the appropriate documentation, forms, or instructions in such form acceptable to us. Under most circumstances, we also accept the **Uniform Statutory Form Power of Attorney** contained in the California Civil Code. We may require a separate form for each account for which you want to grant power of attorney. If you do not use or properly complete one of our ECCU Documents or the statutory form, we may refuse with or without cause to honor any power of attorney you grant.

PROTECTING YOUR CHECKS/ACCOUNT To safeguard against potential misuse of your account, never leave unused checks out in the open or in an easily accessible location. Checks can be stolen and misused, so it is important for you to keep them locked in a safe place. Don't assume that missing checks are safe, even if you don't think they are stolen. If unused checks disappear, call us immediately. We may require that you close your account and open a new one to prevent subsequent losses on the account due to fraud. You release ECCU of liability from losses you may incur if you do not close your account. We are not responsible for any loss or damage which results from your negligence, including without limitation, your failure to adequately safeguard your blank checks or personal information or means of access to your account.

PURCHASING CHECKS You understand that we do not sell checks. As a convenience to you, we may submit your initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks to you and is authorized to charge your checking account for the cost of delivered checks ordered, plus applicable sales tax and delivery costs. You understand and agree that we are not responsible for the quality of any check copy that you request from us. In addition, we are not responsible for any checks paid or not paid as a result of quality or printing errors. You agree to bear the risk of loss if you use checks that contain defects, such as printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers. If our equipment is unable to read your checks, we may impose additional charges and/or require you to discontinue using such checks. We reserve the right to refuse to accept defective checks or checks from certain check-printing vendors in our sole and absolute discretion.

RECORDING CONVERSATIONS You understand and agree that we may record the conversations our employees have with you at any time without any further notice to you. We do this from time to time to monitor the quality of service and accuracy of information our employees give you and to ensure that your instructions are followed.

REPORTING NEGATIVE INFORMATION We may report information about your account to credit bureaus or collection agencies. Late payments, missed payments, unpaid overdrafts, or other defaults or illegal activity on your account may be reflected in your credit report or on other reporting systems used by financial institutions.

REPORTING PROBLEMS If you lose your checks, contact us immediately. You must promptly examine your statements and report any problems. If you find that your records and ours disagree, you must contact us immediately. You agree that you shall exercise reasonable care and promptness in examining all statements and that you must notify us promptly in writing or in a manner acceptable to ECCU of any error or unauthorized payment including, but not limited to an altered item or an unauthorized signature or transaction. If you delay in examining your statement or in reporting a problem, it may affect our ability to resolve the problem, and you may be liable for losses that occur. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if: (1) we suffer a loss on the item because of your failure or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us. Except as otherwise set forth in this Agreement, notification must be made within thirty (30) days of the date of the statement.

If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and us to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item six (6) months or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item. If you suspect that a check or endorsement is forged or altered or that an unauthorized person is using your account, please also see Suspected Forgeries or Alterations; Unauthorized Transactions, on this page.

RETURNED ITEMS If a check, or the item you deposit or we cash, is returned to us for any reason, we may charge your account for the amount of the item, for any dividends you have earned on it, plus a handling fee. If the returned item is an international item, we may charge you for the difference or loss between the exchange rates at the time the item was deposited and the time the item was returned. We will mail a notice to the address you gave us for your account, or make one available electronically. We will re-clear checks deposited that are returned unpaid if they are \$100.00 or less and were returned for the reason of "Non-Sufficient Funds" or "Uncollected Funds." When an item has been returned a second time, the item will be charged to your account.

RIGHT OF SET-OFF You understand that you are pledging any and all funds on deposit in your account(s) (except IRAs) as collateral security for any amounts you owe or will owe us. In the event that a negative balance is created in your account (whether due to ATM activity, returned deposit activity, NSF check activity, ECCU-imposed fees and charges, or otherwise) or you have other outstanding financial obligations of any kind owed to us, which are in default, we may transfer funds to cover such negative balance or other outstanding financial obligations from any other deposit account in your name (excluding IRA accounts) with us, including accounts upon which you are a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default. Further, a pledge of funds by any one (1) account owner will be binding on all account owners. We may set-off funds in your account for any direct, indirect, and/or acquired obligations which any owner owes us, to the fullest extent permitted by law and regardless of the source of the funds in the account. All account owners consent to the use of subsequent deposits in the event an obligation has not been fulfilled, excluding Social Security, SSI, or other similar government deposits. If any owner does not consent, they will remove the authorization for direct deposit, except with respect to Social Security, SSI, or other similar government benefits. If the funds we apply to satisfy an obligation to us are in a certificate account, we may also assess an applicable early withdrawal

penalty.

SAFE HARBOR Federal law [31 USC 5318 (g)(3)] provides that a financial institution and its directors, officers, employees, and agents who make a disclosure of any possible violation of law or regulation, including in connection with the preparation of suspicious activity reports, "shall not be liable to any person under any law or regulation of the United States, any constitution, law, or regulation of any State or political subdivision of any State, or under any contract or other legally enforceable agreement (including any arbitration agreement), for such disclosure or for any failure to provide notice of such disclosure to the person who is the subject of such disclosure or any other person identified in the disclosure."

STALE-DATED AND POSTDATED CHECKS If a stale-dated check (a check dated more than six (6) months in the past) is presented for payment against your account, you agree that we may pay the check and charge it to your account. If a postdated check (a check dated in the future) is presented for payment against your account, you agree that we may pay the check and charge it to your account even if it is presented for payment before the date stated on the check. If you do not want us to pay a stale-dated check or a postdated check, you must place a stop payment order on it.

STOP PAYMENT ORDERS You may ask us to stop payment on a check or other debit if your request is timely and affords us a reasonable opportunity to act upon it under our rules and it has not already been paid. To stop payment on a check, we need the account number, exact amount of the check (both dollars and cents), and check number. If you give us the wrong amount or the wrong check number, we may pay the check. We may also request the name of the person who signed the check and/or the name of the party to whom the check was made payable.

You may request a stop payment order by mail or by telephone or, with our advance permission, by certain electronic delivery services we offer. A stop payment order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and you do not confirm in writing, or in a manner acceptable to us, within that period. A stop payment order takes effect after we verify that the check or other debit is unpaid and we have had a reasonable time to act on it. We charge a stop payment fee for each stop payment order.

You may cancel the order any time by mail or by telephone or, with our advance permission, by certain electronic delivery services we offer. We cancel the order automatically when the account on which the check is drawn is closed. The stop payment order expires after six (6) months, unless you renew it in writing before the stop payment order expires, for additional six-month periods. If the check is presented for payment after the order expires, we may pay the check. Stop payments on an other debit transaction, which could include an ACH transaction, expire when (1) the account holder requests the removal of the order, or (2) after the identified item has been returned.

In some cases, we may pay a check even if a stop payment order is in effect. If another person or entity becomes a "holder in due course" of a check that you ask us to stop, we may still pay the check.

For additional information on stop payment orders, see Preauthorized Electronic Transfers in the Electronic Financial Services section and ECCU's **Online Banking Agreement**. You agree that we are not liable for paying a check over a stop payment request if the request is incomplete or incorrect. You agree to indemnify, defend, and hold us harmless for all claims, actions, and damages related to or arising from our action in stopping payment of any check pursuant to your request. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request.

You may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or any other checks issued or guaranteed by us.

SUSPECTED FORGERIES OR ALTERATIONS; UNAUTHORIZED TRANSACTIONS Notify us at once if you suspect that a check or endorsement is forged or altered or that an unauthorized person is using your account. You must notify us within a reasonable period of time, not to exceed 30 days after the closing date of the statement referencing the suspected item. If you fail to notify us within this period, we may not be responsible for forgeries, alterations, or unauthorized use committed later by the same person(s). If you did not maintain proper controls over your account, we may deny a claim for money you lost because of forged, altered, or unauthorized checks.

If you fail to report any unauthorized item one (1) year or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item. If you report to us that a forgery, alteration, or other unauthorized transaction has occurred on your account, you agree to cooperate with us in the investigation of your claim. This includes giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You also agree to file a crime report against any suspected wrongdoer, if we request that you do so. Failure to do so may result in a denial of your claim.

You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your account or your checks, and to provide us with all reasonable information about your coverage. Our liability, if any, is reduced by the amount of all insurance proceeds you receive, or are entitled to receive.

You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any loss you claim, and that we have no obligation to provisionally credit your account during our investigation.

We are not liable for any items that are forged or altered in such a way that we cannot reasonably detect the forgery or alteration. In the case of a forgery, alteration, or other unauthorized withdrawal, our maximum liability is the lower of your actual damages proved or the amount of the forgery, alteration, or other unauthorized withdrawal, reduced by the amount of damages that would not have been realized if you had used ordinary care. When handling an item, our maximum liability for our failure to exercise ordinary care in handling such item shall not exceed the amount of the item. **IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS AND/OR OPPORTUNITY, AND WE SHALL NOT BE LIABLE FOR YOUR ATTORNEYS' FEES.**

SUSPICIOUS ACTIVITY We are required by law to report to the government any transaction conducted by any individual, business, or other organization that we suspect is illegal. We report suspected illegal activity without notice to our account owners.

TRANSFERRING FUNDS We may transfer funds between your accounts, transfer your accounts to other branches, and take other action on the oral or written instructions of any signer. We may require written authorization for some actions. You understand and agree that no transfer will be made unless there are sufficient funds available on deposit or sufficient credit available at the time of transfer. You agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on business days. If a transfer is to occur on a non business day, such transfer may occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will not occur.

Personal Account Agreement and Disclosures

TRANSFERRING OWNERSHIP You may not transfer ownership of an account to another party unless we close the account and open a new account in the name of the new account holder. The same is true if the primary member becomes deceased.

UNCLAIMED PROPERTY State law requires us to transfer your account to the state as unclaimed property if you have not done at least one of the following within the time period specified by state law (the timeframe for California is currently three (3) years):

- Made a deposit or withdrawal;
- Written to us about the account; or
- Otherwise shown an interest in the account, such as asking us to keep the account active.

Cashier's checks and credit union checks will also be considered unclaimed property if not negotiated within three (3) years, unless the owner corresponds with the credit union electronically or in writing. IRAs will transfer to the state three (3) years after the funds become payable or distributable unless the owner:

- Increases or decreases the principal;
- Accepts payment of principal or income; or
- Corresponds electronically or in writing indicating an interest in the account.

Before we turn over your account, we send a notice to the address we currently show for your statement. If mail we previously sent you was returned, we do not send this notice. If you have an address on file for a state other than California that account will be subject to the Unclaimed Property Laws of that state. Accounts with foreign addresses will default to California Unclaimed Property Law. The State of California is also required to send you a notice regarding your dormant account before funds are sent to the State.

USA PATRIOT ACT Important information about procedures for opening a new account. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your legal name, physical address, date of birth, and other information that will allow us to identify you.

USING AN ACCOUNT FOR MINISTRY/BUSINESS If you use a personal account for ministry/business purposes, we may convert the account to a ministry/ business account at our discretion. If we decide to convert your account, we notify you fifteen (15) days before we do so. An account may be deemed by the credit union to be a Ministry/Business account if one (1) or more of the following criteria is met:

- You say it is a ministry or business account.
- Your deposits consist of 10 or more checks.
- The total number of deposits exceeds 10 per month.
- Your deposits contain more than \$100 of loose or wrapped coin.
- Your deposits contain more than \$2,000 in currency.
- Your deposits contain credit card drafts.

VENUE/ ATTORNEYS' FEES Except where prohibited by law, venue for any action concerning this Agreement will be Orange County, California. If we are required to collect amounts you owe us, you agree to pay our reasonable attorneys' fees and costs whether or not we file a lawsuit against you to collect these amounts.

SPECIAL TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS

You affirm that you are duly appointed and acting in the capacity of Trustee, Executor, Administrator, Guardian, or Conservator. By the authority vested in you, you are acting individually or jointly, authorized and empowered to transact business of any character in connection with this account. Your authority shall continue in force until written notice to the contrary is received by you. You affirm that you have the authority to pledge any or all funds on deposit in the account(s) and such pledge shall be binding upon you and the account(s). Fiduciary accounts are not subject to the Multiple Party Accounts Law.

SPECIAL TERMS FOR ACCOUNTS WITH A CHECKING FEATURE

We may pay and charge to your applicable checking account check(s) drawn and payable to any person, organization, association, or corporation whom you have authorized. We will do this by providing sample MICR-encoded information identifying your account, provided there are sufficient funds in your account for such check(s). You agree that our rights in respect to such check(s) shall be the same as if we were check(s) drawn and signed by you personally. This authority shall remain in effect until you have provided written notice revoking this authorization to the agency to which the sample MICR information was provided, and until we have reasonable opportunity to act upon it. You agree that we shall be fully protected in honoring such check(s). You further agree that if any such check(s) are dishonored, with or without cause, and whether intentionally or inadvertently, we shall be under no liability whatsoever, even if such dishonor results in the forfeiture of insurance, loss, or damage to you of any kind. If we have paid a check under circumstances giving a basis for objection by you, we shall be subrogated to the rights of: (a) any holder in due course on the check against the drawer or maker; (b) the payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and (c) the drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose. We may, without liability, accept, pay, guarantee, or charge checks to the account in any order convenient to us. In the event of wrongful dishonor which occurs by mistake, our liability shall be limited to actual damages that you prove. The measure of damages for failure to exercise ordinary care in handling a check is the amount of the item reduced by an amount that could not have been realized by the use of ordinary care. In the event of a dishonor of any check, share draft, or other debit on your account, our determination of whether sufficient funds exist in your account may be made at any point between the time the item is received and the time it is returned. If we have made good faith payment to a holder, we may charge your account according to: (a) the original terms of your check; or (b) the terms of your completed check unless you have notice that any such completion is improper. All checks written on your account must be written in English and drawn in U.S. dollars. Due to our use of automated means to process checks and other items written on or deposited to your account, we do not assume a duty to enforce multiple signature requirements with respect to checks. If you indicate on your checks or other ECCU Documents that more than one signature is required for withdrawal of funds, you agree that we may disregard such instructions with respect to checks that are processed by automated means. In such case, you agree that we may pay out funds from your account if the check is signed by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

SPECIAL TERMS FOR START YOUNG™ ACCOUNTS

OWNERSHIP Start Young™ accounts ("youth accounts") require joint ownership between one minor and one or more adults, each of whom is either a parent or legal guardian of the minor. By applying to be a joint owner

on a youth account, adult applicant(s) confirm to be the parent or legal guardian of the joint owner minor.

YOUR LIABILITY Youth account owners will be jointly and separately liable to ECCU for any returned item or unpaid charges or amounts on such account.

ACCOUNT CONVERSION When the minor youth account owner turns 18, any open youth account owned by the minor will be converted to a comparable non-youth account product.

Notification We will notify all account owners prior to the account conversion unless the minor account owner opens the account less than 55 days before their 18th birthday.

Transfer of Ownership After the account has converted, account ownership will not change unless all account owners agree to remove one or more parent/guardian joint owner; however, the person who opened the account as a minor must retain the Tax Owner role on the account.

Fees and Charges The fees, terms, and conditions of the converted account type will apply. Refer to the Personal Account Information and Fee Schedule.

Debit Cards If you have an active Visa Gold Youth debit ("youth debit") card at the time of account conversion, we will issue a non-youth debit card to replace it. Default transaction limits of the replacement card type will apply unless you contact us to request different limits. Account(s) linked to the card will not change. The card number, expiration date, and security code will change.

Writing Checks We will only pay checks on the converted account once we have received a signature card from each account signer.

SPECIAL TERMS FOR KASASA® BRANDED ACCOUNTS

For specific information and full disclosure on our Kasasa branded accounts, please refer to the following documents, located at www.eccu.org, under "Personal Banking".

Kasasa Cash - [Truth in Savings Disclosure](#)

Kasasa Cash Back - [Truth in Savings Disclosure](#)

Kasasa Cash with Kasasa Saver - [Truth in Savings Disclosure](#)

Kasasa Cash Back with Kasasa Saver - [Truth in Savings Disclosure](#)

All account opening agreements and documentation, in addition to this Personal Account Agreement and Disclosure, represent your account agreement with ECCU.

Kasasa branded accounts are trademarks of Kasasa, Ltd., registered in the U.S.A.

SPECIAL TERMS FOR CERTIFICATE ACCOUNTS

Terms are available from six (6) months to five (5) years. This account is not transferable.

RENEWAL Your certificate account will automatically renew at maturity. We reinvest both principal and dividends, unless you elect to have your dividends disbursed. The term for this reinvested deposit is the same length as the previous term of your account, except in the case of certain promotional certificates. The dividend rate on the reinvested deposit is the rate we offer on the maturity date for the amount and term of the reinvested deposit.

GRACE PERIOD You may make a deposit, withdrawal, or change the length of the term once during the grace period. The grace period begins on the maturity date. The grace period is ten (10) calendar days. The grace period ends the day you make a withdrawal, deposit, or give notice to change the term of your certificate. If the grace period ends on a weekend or credit union holiday, you may make a deposit, withdrawal, or change through the last business day before the grace period ends. The dividend rate we pay during the grace period is the rate we offer on the maturity date for the amount and term of the deposit.

ADDITIONAL DEPOSITS Unless otherwise stated on the face of the certificate account notice, deposits are not allowed except during the grace period. You may open additional certificate accounts whenever you wish.

DISBURSING DIVIDENDS At your option, you may have your dividends disbursed monthly, quarterly, or year-end, or if your certificate has a term of one (1) year or less, you may instruct us to pay dividends at maturity. You may request your dividends to be disbursed in the following ways:

- Disbursed to your ECCU checking, savings, or money market account;
- Disbursed to you by official credit union check

TAX-DEFERRAL OPTION If your account has a term of one (1) year or less, you may select the tax-deferral option. This option allows you to defer the reporting of dividends for tax purposes until the calendar year in which the account matures. If you select this option, you may not withdraw accrued dividends prior to maturity without an early withdrawal penalty. At maturity, you may have us reinvest or disburse dividends.

EARLY WITHDRAWALS If any of the deposit is withdrawn before the maturity date, we will charge you an early withdrawal penalty and a processing fee. Paid dividends in the account may be withdrawn with no penalty or processing fee. Certificate term penalties are calculated on terms as follows:

Certificate	Penalty
Maturity less than 12 months	= 90 days of dividends
Maturity 12 months or greater	= 180 days of dividends

An early withdrawal penalty may require us to reduce principal. The early withdrawal penalty will be calculated on the amount withdrawn in excess of any paid dividends in the account. The original terms of the certificate will remain in effect for any remaining amount after the withdrawal. Any remaining amount after the withdrawal which is less than the minimum balance for the certificate account must be withdrawn by you, or we will transfer the amount to your checking account. We will waive penalties upon the death of an owner, or as permitted or required by law.

DIVIDENDS (INTEREST) ON YOUR FUNDS

NATURE OF DIVIDENDS Because we are a credit union and you are a member/owner of ECCU, we pay dividends instead of interest. Dividends are declared and published by the Board of Directors and are based on available earnings after required transfers to reserves at the end of the dividend period.

DIVIDEND RATES Dividend rates and corresponding Annual Percentage Yields (APY) are published on the [Dividend Rate Schedule](#). You may obtain current rates any time by calling us at the phone number listed on the back of this Agreement. Dividend rates offered are subject to change without notice.

ANNUAL PERCENTAGE YIELD EARNED (APYE) An APYE calculation will appear on your periodic statement. The APYE incorporates all rate changes that occur during a period. It also produces a single composite figure for tiered-rate accounts and accounts with a minimum daily balance to earn the APY requirement.

DIVIDEND-BEARING CHECKING, SAVINGS, AND MONEY MARKET ACCOUNTS

Your dividend rate and APY may change. At our discretion, we may change the dividend rate daily. We compound dividends daily. For dividend-bearing checking and money market accounts, we pay dividends monthly on the last day of each month. For savings and IRA money market accounts, we pay dividends monthly on the last day of each month. If you close your account before dividends are credited, you may not receive the accrued dividends. We use the daily-balance method to calculate the dividends on your account and the minimum balance required, if any, to avoid a service fee. This method applies a daily periodic rate to the principal in the account. The rate we pay depends on the tier into which the daily balance in your account falls. A tier is a range of account balances, and different rates may apply to each tier. When you make a deposit, dividends begin to accrue no later than the business day we receive provisional credit for non-cash items (for example, checks).

CERTIFICATE ACCOUNTS The dividend rate on certificate accounts is fixed for a specific period of time, called a term. The dividend rate is based on the dividend rate in effect at the time you make the deposit. We compound dividends daily and will pay dividends quarterly on the last day of each quarter unless otherwise stated. Upon your request, you may have your dividends paid monthly, annually, or at maturity. We use the daily-balance method to calculate the dividends on your account and the minimum balance required, if any, to avoid a service fee. This method applies a daily periodic rate to the principal in the account. When you make a deposit, dividends begin to accrue no later than the business day we receive provisional credit for non-cash items (for example, checks). The APY that applies to your account is based on the assumption that dividends remain on deposit until maturity. Withdrawal of dividends before maturity will reduce earnings.

STATEMENTS For checking and money market accounts, you will receive a monthly statement. For savings, IRA money market, certificate accounts, and loan accounts, you will receive a quarterly statement. All accounts under your Application Agreement will be combined into one (1) statement unless you request otherwise. If you have a checking or money market account and receive combined statements, you will receive all your accounts on a monthly statement. For savings and IRA money market accounts, you will receive a statement after the end of each month in which you have a preauthorized, ATM, Phone Link, or telephone transaction. If statements we mail to you are returned, we may destroy them. You have the right to opt out of receiving paper statements. If you choose to opt out of paper statements you agree to receive any notices or messages through online banking that would normally be delivered to you in the mail with your statement. Examples of such notices include but are not limited to ECCU's [Privacy Policy](#) and change in terms notices. These notices may be effective as soon as they are posted online. It is your responsibility to log into online banking and review your statements in a timely manner if you opt out of receiving paper statements. You may request to obtain an interim statement or an additional copy of your statement. Additional fees may apply.

FUNDS TRANSFER SERVICES

The following provisions apply to funds transfers (Automated Clearing House (ACH) or Wire Transfers) you send or receive through us. If you have a specific agreement with us for these services, these provisions supplement, but do not contradict that agreement. The Uniform Commercial Code includes provisions relating to funds transfers, specifically Article 4(A). These provisions do not apply to an electronic funds transfer, any part of which is governed by the Electronic Funds Transfer Act of 1978 (as amended from time to time), which is referenced in the Electronic Financial Services section of this agreement.

Fedwire Fedwire is the funds transfer system of the U.S. Federal Reserve Bank. When you send a payment order or receive a funds transfer, we or other banks involved in the funds transfer may use Fedwire.

ACH System ACH is the Automated Clearing House network. You may either initiate or be the recipient of funds transfers via the ACH network.

Governing Law If any part of a funds transfer is carried out by Fedwire, your rights and obligations are governed by, but are not limited to compliance with, Regulation J of the U.S. Federal Reserve Board and OFAC regulations. ACH rules will govern ACH transfers. The rights, duties, and liabilities of parties to this agreement shall also be subject to the California Commercial Code and the laws of the State of California.

Cut-Off Times for Wire Transfers Unless otherwise provided by the credit union, the cut-off time for U.S. dollar payment orders is 1:30 p.m. (Pacific Time) and Foreign Bank payment orders is 11:00 a.m. (Pacific Time). We may treat payment orders we receive after a cut-off time as if received on the next business day.

SENDING FUNDS TRANSFERS

You may give us instructions to pay money or have another bank pay money to the beneficiary. The beneficiary may be you or another person or entity. We may charge your account for the amount of any funds transfer initiated by you or any other authorized party with the right of access to the account from which the funds transfer is to be made.

Security Procedures You agree that your instruction for a funds transfer shall be carried out using security procedures to verify that a payment order, or a communication amending or cancelling a payment order, is yours and is further not intended to detect any error in the transmission or in the content of the payment order or communication. Such procedures may include identifying words or numbers, callback procedures, special codes, or any other kind of procedure designed to ensure the funds transfer is an authorized instruction. You agree that such security procedures are commercially reasonable. You acknowledge that such security procedures are for your protection and are confidential, and are to be held and maintained by you securely. You will assume all losses should the security procedures be breached by you in any manner, or should you not respond to them timely. If a funds transfer request is carried out by use of the commercially reasonable security procedures, the credit union is released of all liability and responsibility for any losses or expenses.

Non-Acceptance of Payment Orders We shall not accept nor execute, and may reject any payment order if:

- The account from which it is to be made does not contain sufficient available and collected funds;
- The payment order is not authorized or does not comply with applicable security procedures; or
- In the exercise of good faith, we have reasonable cause for rejecting the payment order.

Notice of Rejection If we reject, do not accept, or do not execute a payment order, we shall notify you orally, electronically, or in writing. We will send written notices by mail, or by a method agreed upon by you and us, by the end of the next business day after submission of your order. We are neither liable to you for the rejection, nor obligated to pay you dividends for the period before you receive notice of rejection.

Errors on Payment Orders and Electronic Stop Payments We notify you about funds transfers sent by listing them on your account statement. You must notify us at once if you think a funds transfer on your statement or notice is incorrect. You must send us written notice, or send us notice in a

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manner acceptable to us, including a statement of relevant facts, no later than thirty (30) days after the date you receive the first statement or notice on which the error appeared. If you fail to notify us within the 30-day period, we are not liable for any loss of dividends as a result of the error. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of dividends. For recurring payments, we must receive the notification to stop the transaction at least three (3) business days before the scheduled payment.

Identifying Beneficiaries and Banks You must accurately identify the beneficiaries of your payment orders. If you give us the name and account number of the beneficiary, we and other banks may process the payment order based on the account number alone, even though, despite our security procedures, the number may identify a person other than the beneficiary named. You must also accurately identify the beneficiary's bank, and if you specify them, intermediary banks. If you give us the name and identifying number of a bank, we and other banks may process the payment order based on the bank's identifying number alone, even though the number may identify a bank other than the bank named. This means that you will be responsible if the funds transfer is completed on the basis of the identifying account number you provided to us. If you give us 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 person or institution than the named bank. This means that you will be responsible for any loss or expense incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided. You agree to hold the credit union harmless in carrying out the instructions of the payment order. If the correct person does not receive payment, you remain obligated to pay us the amount of your payment order.

Amending or Cancelling Payment Orders You have no right to amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request, but we are not liable to you if, for any reason, a payment order is not amended or cancelled (fees may apply). You agree to reimburse us for any costs, losses, or damages that we incur in connection with your request to amend or cancel a payment order. In any event, we will not credit funds until we confirm the recipient has not received funds and any funds transmitted have been returned. We have no obligation to re-execute any rejected or returned transfer order. We will credit any amount following return or rejection. Any credit may not be equal to the original amount due to, for example, differences in foreign currency exchange rates, cable fees, our expenses, or expenses of other institutions. In addition, we will have no obligation to pay interest on any cancelled, returned, or rejected transfer order.

Our Liability For funds transfer requests subject to article 4(a) of the Uniform Commercial Code, Regulation J, U.S. law, or OFAC regulations, we are not liable for any expense, claim, loss, damage, or cost (collectively "damages") other than those required to be paid under article 4(a) or Regulation J as applicable, and to the extent provided in any separate agreement you have on file with us for the type of funds transfer.

Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that we will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer where we failed to abide by the agreed-upon security procedures) which you fail to report to us within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within our reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to us by you or your authorized agent; or (6) any error, failure, or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond our reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable state or federal laws or regulations, our liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest. **UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES THAT YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.**

Fees and Charges You agree to pay any telephone charges you incur or any fees assessed by your Internet Service Provider for accessing your accounts through any electronic service we offer. Our charges for the funds transfer services will be computed in accordance with the current **Personal Account Information and Fee Schedule**. Fees may be directly charged to any of your accounts at ECCU.

Interest If we become obligated under Article 4A of the Uniform Commercial Code as adopted by California to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account with us to which the funds transfer should have been made or from which the funds transfer was made.

RECEIVING FUNDS TRANSFERS

We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system such as an ACH system or through some other communications system.

Notice of Funds Transfer We notify you that we have received funds transfers by listing them on your account statement. Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next-day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you. We send statements by mail or in the format you have agreed to. If you use Phone'Link, or another information reporting service, you may receive notice through that service. If you are expecting a funds transfer and want to find out if it has been credited to your account, call us during normal business hours, or you can obtain this information by accessing Phone'Link or online banking. We are not obligated to pay you dividends for the period before your account has been credited.

ACH Provisional Payment Rule Under ACH rules, funds transfers sent through ACH are provisional and may be revoked prior to final settlement. You agree to these rules. If the funds transfer is revoked before final settlement and we credit your account for a provisional funds transfer but do not receive final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; we notify you of these credits and any applicable fees on your account statement.

INFORMATION APPLICABLE TO SENDING AND RECEIVING FUNDS TRANSFERS

Exchange Rates In the event a funds transfer that has not originated in the United States is received, you assume the gain/loss relating to the foreign exchange conversion, if applicable. Transactions processed in foreign currency denominations are subject to daily changes in exchange rates. You agree that ECCU, at its discretion, determines the exchange rate for your transaction without notice to you. You assume all risks relating to or

arising from fluctuations in the exchange rates. If for any reason the funds transfer is returned, you agree to the exchange rate as given by ECCU, less any applicable fees or charges, including those that may be charged by any financial institution involved in the transaction.

Circumstances Beyond Our Control Without any liability to you, we may not act on or may delay acting on a payment order, or we may not credit or may delay crediting a funds transfer to your account, if any of the following occur:

- Legal constraint
- Interruption of communication facilities
- Equipment failures
- War
- Emergency conditions
- Other circumstances beyond our control
- Potential violation of any guideline, rule, or regulation of any government authority

Rejection of Funds Transfer Requests We may, in our sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to our satisfaction or which we reasonably believe may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; or (4) involves funds subject to a lien, hold, dispute, or legal process pending their withdrawal. You understand and agree that we shall incur no liability for any loss occasioned by our refusal to accept any funds transfer order. You agree not to initiate any wire transfer, ACH entry, or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

Same Day ACH Deposits/Withdrawals Improvement and modernization of the U.S. payments systems is providing for faster receipt of electronic Direct Deposits as well as faster electronic withdrawals, authorized by you. Merchants or billers may offer the option of collecting on the authorized payment that same-day, which is notice to you that the merchant or biller intends to collect/process that transaction as quickly as possible. Deposits and withdrawals to your account may be made throughout the business day which will in turn provide more accurate information about your actual available account balance. When authorizing electronic withdrawals to your account, you should always have sufficient funds available to cover every payment you make, authorize or initiate.

Unauthorized Payments You understand and agree that, in case of unauthorized or improper ACH debit activity on your account, you must complete and sign the credit union's affidavit of unauthorized or improper ACH debit activity.

ELECTRONIC FINANCIAL SERVICES

ECCU offers electronic financial services that allow you to electronically transfer money to or from your checking, savings, money market accounts, or loan accounts. These services include the ECCU Member Express ATM card, Visa® Gold check card, Phone'Link, online banking and preauthorized electronic transfers. This section describes these electronic services, with the exception of online banking. Use and terms of our online banking service are disclosed in ECCU's **Online Banking Agreement**, which is available on ECCU's website at www.eccu.org. Note: You agree to take appropriate and necessary measures to ensure confidentiality of your User Identification Number and Access Code for all applicable electronic financial services. For more information, see the confidentiality section under Phone'Link on this page.

GENERAL

Business Day Disclosure Our business days are Monday through Friday, excluding credit union holidays, or any day the Federal Reserve is open for business. ATMs, POS terminals, the Phone'Link System and online banking are generally open, but not always accessible, 24 hours a day, seven (7) days a week. Online banking may be temporarily unavailable due to credit union system maintenance or technical difficulties including those of the Internet Service Provider and Internet software.

Disclosure of Account Information to Third Parties We will disclose information to third parties about your account or transfers you make:

- (1) When it is necessary to complete an electronic transaction;
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with a government agency or court order, or any legal process;
- (4) If you give us written permission; or
- (5) As otherwise permitted under applicable law.

Illegal Transactions Your account, the card(s), or any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. You understand that you may not utilize your account, the card(s), or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but may not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

Our Liability If we do not properly complete an electronic funds transaction to your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if (1) circumstances beyond our control (such as fire, flood, earthquake, electronic failure, or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions; (2) through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to make a transaction; (3) the funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment; (4) we have received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner); (5) the ATM, POS terminal, Phone'Link, online banking, or other electronic services system contemplated hereunder was not working properly and you knew about this breakdown when you started the transaction; (6) the ATM where you were making the transaction did not have enough cash or cash in the denominations you requested; (7) your ATM Card, Visa® Gold check card, or check(s) has been reported lost or stolen, or your card has expired, is damaged so that the terminal cannot read the encoding strip, has not been activated, is inactive due to non-use, is retained by us at your request, or because your card, Phone'Link or online banking PIN has been repeatedly entered incorrectly; (8) the transaction would exceed your line of credit limit or Visa® limit; or (9) our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system. There may be other exceptions.

Confidentiality of PINs and Cards The following conditions must be observed for both the privacy and protection of your account and of the electronic funds transfer systems:

- (1) You must keep your card(s) and PIN(s) in a safe place and permit no unauthorized person to use them;
- (2) You must not (a) tell any unauthorized person your PIN(s), (b) write your PIN(s) on your card(s), (c) write your PIN(s) on a separate piece of paper and keep it in your purse or wallet with your card, or (d) otherwise make it available (through theft, your own negligence, or otherwise) to anyone else;
- (3) You must tell us immediately of any loss or theft of your card(s) and/or PIN(s);
- (4) If you authorize us to issue a card, PIN, or any other access device to anyone else, you authorize the individual to withdraw funds from any account which can be accessed with the card, PIN, or other access device, regardless of whether that individual is authorized to withdraw money from the account by any means other than by the card, PIN, or other access device. If you give your card, PIN, or other access device to anyone, any withdrawal or transfer by that person will be considered authorized by you.

Verification All transactions affected by use of ATMs, POS terminals, electronic check transactions, the Phone'Link System, online banking, or other electronic transaction contemplated hereunder which would otherwise require your "wet" signature, or other authorization, shall be valid and effective as if "wet" signed by you when accomplished by use of an electronic check transaction, ATM card, check card, PIN, Access Code, or as otherwise authorized under this Agreement. Deposits at an ATM are subject to verification by us and may only be credited or withdrawn in accordance with our "Availability of Funds Policy." Transactions accomplished after the close of normal business each day shall be deemed to have occurred on our next business day. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, our name, your member number, and where you want your deposit to go.

MEMBER EXPRESS ATM CARD This card may be used to make deposits, obtain cash, transfer funds, inquire on your balance, and to pay for purchases at point-of-sale (POS) locations. A PIN is issued to you and is required to perform ATM and POS transactions.

Your card can access one (1) designated checking, savings, or money market account. If you have a checking account, you may also have access to a savings or money market account.

- At authorized network locations and ATMs, you may check the balance or withdraw cash from your designated accounts. You may also transfer funds between your checking and savings or money market accounts.
- At CO-OP ATMs, you may make deposits. Contact ECCU for a current directory of deposit-taking locations or visit www.eccu.org.
- At POS locations, you may use your card to pay for goods and services. Some merchants will also dispense cash at terminals inside the retail establishment.

Transaction Limitations Member Express ATM withdrawals have daily limits, or your available balance, whichever is less. Limits recycle each day at midnight (Pacific Time). Contact ECCU for limits.

We reserve the right to set a lower dollar limit for ATM, POS, and purchases occurring during an interruption in the electronic connection between the merchants and the credit union, or any other person or entity, or for any other reason which we deem to be in the credit union's best interest.

ONLINE BANKING By a separate ECCU Document, you may access and use our services through our Internet website, www.eccu.org. Our online banking services include, but are not limited to, account data access, funds transfers, account reconciliation, bill payments, and wire transfers. For further information, contact us at the number on the back of this publication or visit us at www.eccu.org.

VISA® GOLD CHECK CARD A Visa® Gold check card may be used at ATMs to make deposits, obtain cash, transfer funds, inquire on your balance, and to pay for purchases at participating ATM/POS and Visa® merchant locations. A PIN is issued to you and is required to perform ATM and some POS transactions. Purchases made at Visa® merchant locations and cash withdrawals over the counter at Visa® financial institutions may not require the use of your PIN. Instead, you may be asked to sign a receipt and provide identification. A merchant may refuse to accept an unsigned card. A Visa® Gold check card may not be used for illegal transactions. At CO-OP ATMs, you may also make deposits with your Visa® Gold check card. Please contact ECCU for a current directory of deposit-taking locations or visit www.eccu.org.

A Visa® Gold check card may be available to any consumer member who maintains an ECCU checking account or Money Market Savings account. You may be required to meet minimum qualification standards. Refer to the Visa® Gold check card information that is sent along with the card for transaction limitations and additional services offered.

VISA® INTERNATIONAL TRANSACTIONS A Visa® International Transaction Fee is assessed by Visa® on all debit card and check card transactions conducted in countries other than the United States. The converted transaction amount is shown separately from the Visa® International Transaction Fee on your statement. This fee is assessed on all international purchases, credit vouchers, cash advances, and ATM withdrawals. This fee also applies to ATM or other withdrawals at locations outside the United States where U.S. dollars are dispensed or received.

The exchange rate for transactions in a foreign currency is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date. This exchange rate may vary from the rate Visa® itself receives or the government-mandated rates in effect for the applicable central processing date.

ATM AND CHECK CARD – GENERAL TERMS

Availability The availability of POS terminals, ATM machines, Visa® locations, and account access is subject to change without notice. All transactions may not be available at every location.

Limitations on Frequency and Dollar Amount of Transactions

- (1) Withdrawals from most ATMs are limited to a daily maximum. Note, however, that withdrawal limitations may vary between networks and individual machines. In addition, we reserve the right to adjust your maximum per day cash disbursement levels, from time to time, in our sole discretion.
- (2) Minimum withdrawal amounts and increment amounts may vary depending on the system or machine you access. For example, the minimum withdrawal and increment amount at Shared Network machines is generally \$20.00.
- (3) For security reasons, in the event your ATM Card, VISA® Gold check card, or the PIN is lost or stolen, there may be restrictions on transactions you can make on the ATM System.

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(4) There is a daily limit for the number of purchase transactions you can make using your card.

Fees Assessed by Others An ATM and POS retailer may impose a fee at the time of the transaction as posted at the machine or terminal (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). All fees will be deducted from your checking account. Visa® purchases with your Visa® Gold check card are not subject to fees by the merchant.

Holds on Deposited Funds Funds deposited to any account may not be available for immediate withdrawal. Funds are generally available two (2) business days after the business day you make your deposit. We may delay the availability of your deposits (for additional information, see Availability of Funds, page 3).

Incorrect Personal Identification Number (PIN) Entry of the wrong PIN that exceeds the allowable attempts during any day (or weekend) may result in the capture of your card as a security measure. Card replacement will be subject to a fee and may require two (2) weeks for delivery.

Transaction Records You will receive a receipt at the time you complete any transaction at a Visa® location, POS, or ATM terminal (at some terminals, a receipt will be available, but you must request it). Financial institutions are not required to provide a receipt for electronic funds transfers of \$15.00 or less.

Verification and Posting of Transactions ATM and POS transactions made no later than 3:00 p.m. (Pacific Time) on any business day are posted to your account immediately. Transactions made after 3:00 p.m. (Pacific Time), or on a day other than a business day will be posted no later than the following business day. Purchases at Visa® merchant locations and withdrawals at Visa® financial institutions (over the counter) are authorized against your available balance and, in some cases, against your address information. You understand that some participating merchants (such as hotels, car rental companies, restaurants, or gas stations) may initiate electronic notices seeking validation of the card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. We may place a hold against your account for the anticipated amount. The hold may remain in effect from the time the notice is received by us up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from your account. Upon approval, we place a preauthorized hold on the corresponding amount in your account. These funds are held until the approved transaction is presented and posted to your account, or until three (3) days elapse, whichever occurs first. All transactions are subject to verification and collection, and receipts are binding only after verification. We are not responsible for delays in posting transactions made at ATM, POS, or Visa® locations.

PHONE LINK SERVICE PhoneLink allows you to use a touch-tone phone with a User Identification Number and an Access Code to access your account(s) 24 hours a day, seven (7) days a week. Upon being approved by ECCU to use the PhoneLink service, you will be issued a User Identification and Access Code. These will allow you to complete inquiries on your checking, savings, money market, certificate, and loan accounts. With your authorization, using PhoneLink, you can complete the following transactions in addition to inquiries:

- Transfers between checking, savings, and money market accounts
- Transfers from checking, savings, or money market accounts to loan accounts at the credit union
- Advances against a line of credit loan account to be transferred to checking, savings, or money market accounts

Changes to PhoneLink We may limit services or transactions available on PhoneLink from time to time, at our discretion, and without prior notice. We may make any changes or modifications to PhoneLink including expanding services or transactions available. If you maintain your PhoneLink service after the effective date of the change, you confirm your agreement to the change and the expansion of services or transactions. Except as otherwise required by law or regulation, we may, without notice, modify or discontinue access to PhoneLink.

Governing Documents Your use of PhoneLink is governed by this Agreement. Any transactions you perform via PhoneLink may also be governed by any other agreements you have with us such as credit card and loan account agreements. These other agreements are not changed by you using PhoneLink. For example, if you access your line of credit via PhoneLink, you do so under the terms of your line of credit agreement with us.

User Guide Prior to first accessing PhoneLink, you must familiarize yourself with the service by reading the User Guide available at www.eccu.org.

Member Access and Responsibility When you instruct us through PhoneLink to transfer funds between your accounts or make a withdrawal, you authorize us to transfer or withdraw the necessary funds from the account you designate. You agree not to instruct us to transfer funds or make a withdrawal from an account which has insufficient funds to complete the transaction, and we may not complete the transaction unless there are available funds in the designated account. We are entitled to act on any instructions received under the User Identification and Access Code we have on file for you.

Confidentiality of Your User Identification Number and Access Code You agree to hold your User Identification and Access Code in strict confidence, and you will notify us immediately if your User Identification Number or Access Code is lost or stolen. If you disclose your User Identification or Access Code to anyone, you understand that you have given them access to your accounts, and that you are responsible for any transaction they may make using your User Identification Number and Access Code. You further understand that your User Identification Number and Access Code are not transferable. You, and all other account holders, jointly and severally, agree to use your User Identification Number and Access Codes in a proper and authorized manner and only for those purposes designated and applicable, and/or only as authorized.

Posting of Transactions Transactions made no later than 6:00 p.m. (Pacific Time) on any business day are posted to your account that same day. Transactions made after 6:00 p.m. (Pacific Time) or on a day other than a business day will be posted no later than the following business day.

Information We Send You Any information you receive from us electronically is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or any investment or other decision you make using this information. Any notice we send you, whether orally or in writing via electronic transmission, is just as effective as if we sent it to you at the address we have on file for you.

PREAUTHORIZED ELECTRONIC TRANSFERS If you arrange with a third party to make electronic deposits or payments at regular intervals, the following provisions apply:

Notice of Receipt of Deposits For a third-party preauthorized deposit (for example, Social Security Administration or direct deposit of payroll) scheduled to occur at least once every sixty (60) days, you may call us at the telephone number listed on the back of this publication to determine whether or not the preauthorized deposit has been made, or you can access your account information through online banking.

Authorization You must authorize payments from your accounts in writing, and the party obtaining such authorization must provide a copy of the authorization to you.

Notice of Varying Amounts If preauthorized payments to third parties vary in amount, the party who will receive the payment is required to tell you ten (10) days before each payment when the payment will be made and the amount of the payment. You may agree with the person being paid that such notice is required only when the payment will differ by more than a prescribed amount or when the payment would fall outside certain limits that you set.

Stop Payment If you have authorized us to make regular payments out of your account, you can stop any of these payments. Call us at the telephone number or write us at the address listed on the back of this publication. We must receive your stop payment request three (3) business days or more before the payment is scheduled to be made. If you order us to stop a preauthorized payment three (3) business days or more before the transaction is scheduled and we do not do so, we may be liable for your losses or damages. We charge a stop payment fee for each stop payment order.

Indemnification for Stop Payments and Revoking Authorization In order to revoke an authorization you made, you must send a termination notice to that third-party payee and complete a written statement (if we get this from us). A fee will be charged for each authorization revoked. If you do act upon your request to stop payment or to revoke authorization on a preauthorized payment, you agree to indemnify, defend, and hold us harmless from any and all liability, cost (including attorneys' fees), judgments, and damages of every kind, regardless of the source. Your oral stop payment order shall be valid only 14 days thereafter unless confirmed in writing. Written or electronic orders shall be valid no longer than six (6) months. Any other debit transaction, which could include an ACH transaction, expires when (i) the account holder requests the removal of the order, or (ii) after the identified item has been returned. You have the burden of establishing the fact and amount of loss resulting from payment contrary to bind stop payment/revocation of authority orders.

ERRORS OR QUESTIONS ABOUT ELECTRONIC FUNDS TRANSFERS Notify us by sending a secure online message or call us at the telephone number or write us at the address listed on the front of this publication as soon as you can, if you think your statement or a receipt is wrong or if you need more information about a transaction listed on a statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. If you tell us orally, we may require that you send us your complaint or question in writing, or through a secure online message, within ten (10) business days. We need the following information:

1. Your name and account number;
2. Description of the error or the transaction you are unsure about (explain as clearly as you can why you believe it is an error or why you need more information); and
3. The date and dollar amount of the suspected error.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error (including dividends where applicable), 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 five (5) business days, unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days). 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. If we decide there was no error, we reverse any provisional credit applied to your account and will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documentation that we used in our investigation. If we reverse the provisional credit applied to your account, we will honor checks, preauthorized transfers, or similar items presented against your account up to the amount of the provisional credit without NSF fees for five (5) business days. If we overdraw your account to pay an item, you must repay us.

REPORTING UNAUTHORIZED ACTIVITY If you believe your ATM card, check card, PIN, or Access Code has been lost or stolen, or that someone has transferred or may transfer money from your accounts without your permission, call us at the telephone number or write us at the address listed on the back of this publication.

YOUR LIABILITY Tell us AT ONCE if you believe that your ATM card, check card, PIN, or Access Code has been lost, stolen, or discovered by an unauthorized person. If you believe that an unauthorized transaction has been made from your account without your permission, using information from your check, you must also tell us AT ONCE. Telephoning us immediately is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (including your line of credit). However, if you contact us within two (2) business days after you learn of the loss or theft of your ATM card, check card, PIN, Access Code, or check(s), you can lose no more than \$50 if someone used your ATM card, check card, PIN, check, 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 card, check card, PIN, Access Code, or check(s), and we can prove that we could have stopped someone from using your check(s) in an electronic check transaction or your ATM card, check card, PIN, or Access Code, without your permission if you had told us, you could lose as much as \$500.

If you are using a VISA® consumer card, including credit or debit card, for transactions that take place on the VISA® network system, you understand that VISA® Operating Rules and Regulations provide for \$0 liability for losses from unauthorized (fraudulent) activity. This does not apply to ATM transactions using a PIN.

Also, if your statement shows transfers that you did not make, including those made by card, PIN, or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money in your account in time.

If you can document a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time period.

If you authorize someone else to use your ATM card, check card, PIN, or Access Code, you are responsible for all transactions which that person initiates at any time, even if the amount of the transactions exceed what you authorized. Transactions are considered unauthorized only after you notify us that the person is no longer authorized.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction If you believe your ATM card, check card, PIN, Access Code, or

check(s), has been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must telephone us at the number on the back of this publication or write us at the address on the back of this publication. You should also call the number or write to this address if you believe a transfer has been made using the information from your check without your permission.

Because you might be liable for unauthorized use of your ATM card, check card, PIN, or Access Code, always follow the safeguards listed below:

- Keep your ATM card or check card in a safe place and permit no unauthorized person to use it.
- Do not tell anyone your PIN or Access Code or write your PIN on or near your ATM card, check card, or in your purse or wallet.
- Treat your card like cash. Keep it in a safe place.
- Before you arrive at the ATM, have your card and transaction ready.
- If the ATM is not well-lit, or is obstructed from view, go to another ATM.
- Never enter your PIN in any terminal that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner.
- Do not count your money at the ATM. Put withdrawn cash away immediately before exiting the ATM.
- Take your ATM receipt with you and check against your monthly statement.
- If you authorize us to issue an ATM card or check card (or other access device) to another person, you authorize that person to, and anyone that person gives the check card, or ATM card, or PIN, to withdraw funds from any account that can be accessed by this device regardless of whether (i) you knew about or authorized the specific transaction(s) or the transaction(s) exceeded the amount you authorized or (ii) you authorized that person to give the check card or ATM card or PIN to another.
- Be mindful that transactions with the check card or ATM card are considered authorized until these cards are torn up or returned to us or you notify us that the person is no longer authorized and we cancel the card.

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

- If, through no fault of ours, you do not have enough money in your account to make a transfer;
- If a transfer would go over a limit on your line of credit;
- If an automatic teller machine, where you are making a transfer, does not have enough cash;
- If the teller machine, terminal, or electronic system being used was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control (such as a fire, flood, or electrical failure) prevent the transaction, despite reasonable precautions that we have taken;
- If we, or the funds in your account, are subject to any legal process or dispute which we believe prohibits or restricts a transaction on your account, or if we believe it is necessary to restrict your account(s) for security reasons to protect you or us;
- If there are postal delays or processing delays by the payee;
- If the User Identification Number, Access Code, or other information you provided is incorrect or incomplete;
- If you fail to properly follow PhoneLink instructions on how to make a transfer or payment;
- If you fail to authorize a payment soon enough for the payment to be made, transmitted, received, or credited by the payee;
- If the transfer or payment could not be completed due to system unavailability or a telecommunication or Service Provider failure;
- If we block the transfer or payment to protect the integrity or security of the system;
- If your User Identification or Access Code has been reported lost or stolen and we have blocked the account(s);
- If we receive incorrect or incomplete information from a government agency, an automatic clearinghouse, or any other parties or entity; or
- If you are in default on an account on which you are attempting a transfer.

(There may be other exceptions not specifically mentioned here.)

ELECTRONIC CHECK TRANSACTIONS

If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person or by telephone to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to you:

Types of Available Transactions You may authorize a merchant or other payee to make a one-time Electronic Check Transaction from your checking account using information from your check to (1) pay for purchases or (2) pay bills. You may also authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

You may make such a payment via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or you have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.

Account Access Electronic Check Transactions may be made from your checking account only.

Limitations on Dollar Amounts of Transactions You may make Electronic Check Transactions only to the extent that you have available clear funds in your checking account plus available funds in your designated overdraft sources.

Remotely Created Checks If the Electronic Check Transaction involves a remotely created check, we reserve the right to accept or reject the item for deposit into any of your accounts. If you deposit a remotely created check into any of your accounts, you represent and warrant to us that you

have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely created check, which you have deposited into your account, is returned by the drawee-payor bank for any reason, you agree that we may debit your account for the amount of the item, plus any applicable fees. If the debit causes your account to be overdrawn, you agree to pay the overdrawn amount on our demand. For purposes of this Agreement, the term "remotely created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

PERIODIC STATEMENTS You will receive periodic statements, at least quarterly, showing electronic services account activity. In addition, you will receive a monthly statement for any account which had electronic activity during the month.

DISCLOSING INFORMATION TO THIRD PARTIES We may disclose information to third parties about your account or electronic transactions (for additional information, see Disclosing Information, page 3).

CANCELLATION OF ELECTRONIC SERVICE You may cancel electronic services, in whole or in part, at any time by notifying us in writing, electronically, by mail, or in any form acceptable to us, and by actually discontinuing use of the electronic service. Cancellation by any one (1) account owner will be binding on all account owners; we are not required to notify other account owners of the cancellation. Electronic services will automatically terminate if you close all of your accounts with us. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts with us or if any of your accounts are not in good standing. After suspension, electronic services may be reinstated once there are sufficient funds in your accounts to cover any fees and other pending transfers and debits. We reserve the right to cancel or suspend your electronic services, in whole or in part, without cause or prior notice, subject to applicable law or regulation. Cancellation of electronic services does not terminate your accounts or agreements with us and will not affect your obligations hereunder or your obligations for transfers and payments made prior to cancellation. The Member Express ATM card, Visa® Gold check card, and any ECCU software are the property of the credit union and must be returned upon cancellation of that service.

FEES AND CHARGES See *Personal Account Information and Fee Schedule* for current fees relating to electronic financial services. You agree to pay any telephone/mobile carrier charges you incur or any fees assessed by your online service provider for accessing your accounts through any electronic financial service we offer. Fees may be directly charged to any of your accounts at ECCU.

TAXPAYER INFORMATION

We are required to report annually to you and to the IRS dividend payments that total \$10 or more during the year on accounts you hold with us.

Accordingly, when you open an account, we are required to obtain from each U.S. citizen or resident a certified U.S. Taxpayer Identification Number (TIN) and correct information regarding your backup withholding status and FATCA exemption, if any. When you complete and deliver to ECCU the appropriate documentation, forms, or instructions in such form acceptable to us for an account, you certify under penalties of perjury that you have provided the correct TIN, backup withholding status, and FATCA exemption information (if any).

For individuals, the TIN is your Social Security Number (SSN). In the case of

accounts with more than one (1) owner, we report taxpayer information for the person listed first on the ECCU Document.

If you fail to furnish us with your certified TIN, if the IRS notifies us that the TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your dividends on your tax return, we are required to withhold at the required rate on the dividends earned and remit it to the IRS. This percentage, known as backup withholding, is not an additional tax. You may claim amounts withheld and remitted to the IRS as a credit on your federal income tax return.

EXEMPT FOREIGN PERSON Unless we are required to provide backup withholding to the IRS, accounts held by an exempt foreign person are exempt from taxpayer information reporting, with the exception of Canadian residents. For accounts with more than one (1) owner, the primary owner must qualify and certify their status as an exempt foreign person.

An exempt foreign person is required to certify his/her exemption status by completing a Certificate of Foreign Status of Beneficial Owner (form W-8BEN). This certification must be renewed every three (3) years. If you fail to provide this certification, your dividend payments will be subject to backup withholding and reported to the IRS.

NEW ACCOUNTS/TAXPAYER IDENTIFICATION NUMBER (TIN) We require any signer who opens a new account to provide a certified TIN for tax-reporting purposes. You authorize us to use the TIN that you give us on the appropriate documentation, forms, or instructions in such form acceptable to us, on any new account that any signer subsequently opens (for more information on Taxpayer Information, see this page).

We may open additional accounts under the same ECCU Document on the instructions of any signer. For each additional account, the TIN must be the same as the one on the ECCU Document. The same signer(s) must sign on the new account, and only the same number of signers as designated on the original ECCU Document may withdraw funds from the new account. If you want different signers on the new account, you must complete and sign a new ECCU Document.

PENALTIES If you fail to furnish a correct TIN, you may be subject to a \$50 IRS penalty. If you make a false statement that has no reasonable basis, and that results in no backup withholding, you may be subject to a \$500 IRS penalty. If you deliberately give false information, you may be subject to criminal penalties.

REPORTING DIVIDENDS ECCU will report dividends credited to your account as interest income to Federal and State governments, as required by law.