

## Your Truth-In-Savings Disclosure

All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share "savings" accounts, share draft "checking" accounts and term certificate accounts are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.

Please note this agreement contains a binding individual arbitration provision and jury and class action waiver which affects your rights with respect to any claims or disputes by or against the Credit Union. You may opt out of that provision as described below.

## Information regarding member identification

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an account.

### What this means for our members

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

## General information about all our accounts

### ✓ Par value

The par value of each share in SCE Federal Credit Union is \$5.

### ✓ Accrual of dividends

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before close of business. Accrued dividends may be forfeited if you close your savings, checking and term certificate accounts before dividends are credited.

### ✓ Dividend rates

The dividend rate and Annual Percentage Yield on our savings and term certificate accounts are stated on [Deposit Rates](#). Accrual begins on date of deposit. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

### ✓ Balance information

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

### ✓ Bylaw requirements

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

- The Credit Union will terminate from membership a member who fails to complete payment of one share within 30 days of his admission to membership, or
- Fails to complete payment of one share within 30 days from the increase in the par value of shares, or
- Reduces the share balance below the par value of one share and does not increase the balance to at least the par value of one share within 30 days of the reduction.

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

Savings may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of savings by non-members. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than seven days and not more than 60 days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings pledged as required for security on loans without the written approval of the senior loan officer, except to the extent such savings exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or

if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without the written consent of the senior loan officer.

### ✓ Requirement to maintain a Savings Account

You must open a Savings Account to open any other share or loan account. You must maintain the Savings Account to avoid closure of that account and any subsequent accounts.

### ✓ Inactive account fee

Accounts with no activity for 12 consecutive months will be assessed the Inactive Account Fee as stated within our [Fees & Charges](#). You may avoid this fee if you meet any one of the following criteria:

- You are a member under 18 years of age;
- You maintain an aggregate balance of \$250 or more in your account.

### ✓ Closing accounts

The Credit Union at its sole discretion may close an account at any time and remit the balance to you at the last address on file. Closure of an account will not affect the obligation to pay any outstanding balances of charges owed. Accrued dividends may be forfeited if the Credit Union closes your account.

### ✓ Limitation/Suspension of services

The Credit Union reserves the right to limit, restrict or deny any credit union product(s) or service(s) in accordance with our Limitation of Services Policy to any member who: (i) causes a loss to the Credit Union; (ii) misuses any Credit Union product or service; which may include and is not limited to attempts to structure transactions in order evade currency reporting requirements; (iii) mistreats any Credit Union team member or volunteer; (iv) provides false or misleading information in connection with any transaction or Credit Union product or service; (v) is convicted of a crime or is directly involved in any type of fraudulent activity or (v) fails to comply with the terms and conditions of any agreement with the Credit Union. Notwithstanding, all members retain the right to maintain a basic share account and to vote in annual and special meetings. No action to limit, restrict or deny services will relieve a member of the obligation to pay any outstanding balances, charges, or other amounts owed to the Credit Union.

Accountholder(s) agree(s) to indemnify and hold the Credit Union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

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

### ✓ Transaction limitations

The maximum amount you may withdraw in cash at any Credit Union branch location is \$3,500 a day unless you [Contact Us](#) five business days in advance to arrange for a higher amount, which is subject to availability. Withdrawals made at shared branch (non-SCE FCU) locations are also limited to \$25,000 for check withdrawals or \$1,000 for cash withdrawals unless authorization is obtained by the shared branch outlet.

### ✓ Security password

You may elect to add a security password to your account as an added method to authenticate your identity when accessing your account information or conducting transactions over the phone. The password should be information known only to you. Sharing your password is strictly prohibited. You are responsible for the protection of your password and agree to immediately report to us if you suspect your password has been compromised in any way. You also agree to indemnify and hold the Credit Union harmless for any claims resulting from reliance on the password.

## Arbitration & Waiver of Class Action & Jury Trial

Please read this provision carefully. It affects your rights and may have a substantial impact on how legal claims you and we have against each other are resolved if you do not opt-out as permitted below.

## ✔ Arbitration

To the extent permitted by the Federal Arbitration Act (the FAA) and any other applicable federal law, binding arbitration may be elected by either party with respect to any past, present, or future claim or controversy arising out of or relating to this agreement and/or a Credit Union account, even if that party has already initiated a lawsuit with respect to a different claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and we agree, upon such written demand, motion or initiation, to submit to, and such claim shall be settled by, binding arbitration.

The arbitration will be subject to the rules of the American Arbitration Association (AAA) in effect at the time the arbitration is initiated, or such similar rules as may be adopted by AAA. Neither party will demand the arbitration of an action filed in small claims court, or its state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed, or appealed to a different court, such claim shall be subject to arbitration.

This arbitration provision shall be interpreted and enforced in accordance with the FAA by a single arbitrator appointed by the AAA. The arbitrator shall be an attorney, retired judge or AAA panel member with experience and knowledge regarding financial institutions and transactions.

Each party shall pay its own fees and costs of the arbitration pursuant to this agreement unless otherwise required by law.

In each case, each party will pay for its own attorney fees and costs, if any, for prosecuting and defending claims, except the arbitrator may award the prevailing party all its attorney fees and costs, including expert witness fees.

Arbitration hearings will be held in a location reasonably convenient to your residence, or at another location if mutually agreed. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine the validity and effect of the class action and jury trial waivers below. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator, and the commencement of an arbitration under this agreement shall be deemed the commencement of an action for such purposes. The arbitrator's decision shall be final and binding and may be entered in any state or federal court having jurisdiction. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court. For more details, visit [American Arbitration Association](https://www.americanarbitration.com) or call [800.778.7879](tel:800.778.7879).

## ✔ Waiver of Class Action & Jury Trial

We each agree any and all disputes, whether submitted to arbitration or decided by a court, must be brought in the party's individual capacity and not as a class action plaintiff or class member in any purported class or representative proceeding. You agree to waive the right to participate in a class action or litigate on a class-wide basis. You agree you have expressly and knowingly waived these rights. You and the Credit Union hereby voluntarily and knowingly waive the right to trial by jury of all disputes, controversies and claims by, between or against either you or the Credit Union whether the dispute, controversy or claim is submitted to arbitration or is decided by a court, to the fullest extent allowed by law.

## ✔ Your right to opt-out: Arbitration & Waiver of Class Action & Jury Trial

If you do not want this Arbitration & Waiver of Class Action & Jury Trial provision to apply, you may opt-out by sending a written request to the Credit Union postmarked within 60 days of your receipt of this agreement. The opt-out must include your full name, address, phone number, account number, and personal signature, and must be mailed to the Credit Union at PO Box 8017, El Monte, CA 91734. Opting out will not terminate this agreement or affect any other rights and obligations you or the Credit Union have under this agreement.

This arbitration provision does not preclude you from bringing issues regarding your accounts to the attention of any federal, state or local agency, or entity. Such agency or entity may be able to seek relief on your behalf.

Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as setoff or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration.

This Arbitration & Waiver of Class Action & Jury Trial provision shall survive your death, the closing of any of your accounts, the termination of any of your business or transaction(s) with us, and any bankruptcy filing to the extent consistent with applicable bankruptcy law, and shall also survive as to any claim within the scope of this agreement.

If any term or provision of this Arbitration & Waiver of Class Action & Jury Trial provision is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision.

## Savings Accounts

SCE Federal Credit Union's savings accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our savings accounts are the Savings Account, No Dividend Savings, Youth Savings, Money Market Account, Super Saver, Youth Super Saver, Vacation Club, Holiday Club and IRA Accounts.

### Rate information

Our savings accounts are designated variable rate accounts. These rates and yields may change at any time at the Credit Union's discretion. Current rates are posted on our [Deposit Rates](#) webpage.

## ✔ Savings Account

### Minimum balance and deposit requirements

The minimum deposit required for you to open your Savings Account is \$5. You must maintain a minimum balance of \$250 to obtain the Annual Percentage Yield stated within our [Deposit Rates](#). If the account balance falls below the minimum required balance, you will not receive any accrued dividends.

### Dividend compounding and crediting

Dividends will be compounded quarterly and will be credited quarterly. For the savings account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

## ✔ No Dividend Savings Account

### Minimum balance and deposit requirements

The minimum deposit required for you to open your No Dividend Savings Account is \$5. No minimum balance requirements apply to this account.

## ✔ Youth Savings Account

Our Youth Savings Account is a savings account for members under 18 years of age.

### Minimum balance and deposit requirements

The minimum deposit required for you to open your Youth Savings Account is \$5. You must maintain a balance to obtain the Annual Percentage Yield stated within our [Deposit Rates](#).

### Dividend compounding and crediting

Dividends will be compounded quarterly and will be credited quarterly. For the Youth Savings Account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar

year is January 1st and the ending date is March 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

At the age of 18, the Youth Savings Account will be converted to a regular Savings Account (refer to Savings Account for additional account information).

## ✔ Money Market Account

Our Money Market Account is a tiered variable rate account.

### Minimum balance and deposit requirements

The minimum deposit required to open a Money Market Account and the minimum balance required to obtain the Annual Percentage Yield are indicated for each tier are stated within our [Deposit Rates](#). The dividend rate and the Annual Percentage Yield are based on the entire daily balance of the tiered accounts. If your daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire daily balance in your account.

### Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the Money Market Account the period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

## ✔ Premier Money Market Account

Our Premier Money Market Account is a tiered variable rate account. The first-tier balance is from \$0 to \$499,999.99 and will earn the regular Savings Account rate. The second tier is from \$500,000 to \$749,999.99, the third tier is from \$750,000 through \$999,999.99 and the fourth tier is \$1,000,000 or higher. The initial rate and annual percentage yield (APY) per tier is stated within our [Deposit Rates](#). The rate and APY are subject to change without notice or limitation.

### Minimum balance and deposit requirements

The minimum deposit required to open a Premier Money Market Account and the minimum balance required to obtain the Annual Percentage Yield are indicated for each tier within our [Deposit Rates](#). The dividend rate and the Annual Percentage Yield are based on the entire daily balance of the tiered accounts. If your daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire daily balance in your account.

### Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the Premier Money Market Account the period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

## ✔ Super Saver Account

### Minimum balance and deposit requirements

There are no minimum deposit or balance requirements for your Super Saver Account.

### Dividend compounding and crediting

Dividends will be compounded quarterly and will be credited quarterly. For the Super Saver Account the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

### Transaction limitations

The maximum number of withdrawals you may make is two within a calendar year. If you exceed the withdrawal limitations in any calendar year, your account will be subject to the fee stated within our [Fees & Charges](#).

## ✔ Youth Super Saver Account

Our Youth Super Saver Account is a savings account for members under 18 years of age.

### Minimum balance and deposit requirements

There are no minimum deposit or balance requirements for your Super Saver Account.

### Dividend compounding and crediting

Dividends will be compounded quarterly and will be credited quarterly. For the Youth Super Saver Account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

### Transaction limitations

The maximum number of withdrawals you may make from your Youth Super Saver Account is four within a calendar year. If you exceed the withdrawal limitations in any calendar year, your account will be subject to the fee stated within our [Fees & Charges](#).

At the age of 18, the Youth Super Saver will be converted to a regular Super Saver (refer to Super Saver section for additional account information).

## ✔ Vacation Club Account

### Minimum balance and deposit requirements

The minimum deposit required for you to open your Vacation Club Account is \$10. There is no minimum balance requirement for our Vacation Club Account.

### Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the Vacation Club Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

### Transaction limitations

Your Vacation Club Account may be opened at any time. Funds will be disbursed to you on or about June 1. No withdrawals may be made without penalty. If a withdrawal is necessary, the account will be subject to an early withdrawal fee as stated within our [Fees & Charges](#).

## ✔ Holiday Club Account

### Minimum balance and deposit requirements

The minimum deposit required for you to open your Holiday Club Account is \$10. There is no minimum balance requirement for our Holiday Club Account.

### Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the Holiday Club Account the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

### Transaction limitations

Your Holiday Club Account may be opened at any time. Funds will be



disbursed to you on or about November 1. No withdrawals may be made without penalty. If a withdrawal is necessary, the account will be subject to an early withdrawal fee as stated within our [Fees & Charges](#).

## ✔ IRA Savings Account – Traditional, Roth and Coverdell Education Savings (previously Education)

### Minimum balance and deposit requirements

There is no minimum deposit required to open your IRA Savings Account. There is no minimum balance required to obtain the Annual Percentage Yield as stated within our [Deposit Rates](#).

### Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the IRA Savings Accounts the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

### Incorporation of IRA Agreement & Disclosures

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

## ✔ High-Yield IRA Money Market Account – Traditional and Roth

Our High Yield IRA Money Market Account is a tiered variable rate account. Withdrawals by debit card, check, ATM, or online or mobile transfer of funds are not allowed on the High Yield IRA Money Market.

### Minimum balance and deposit requirements

The minimum deposit required to open a High-Yield IRA Money Market Account and the minimum balance required to obtain the Annual Percentage Yield for each tier are stated within our [Deposit Rates](#). The dividend rate and the Annual Percentage Yield are based on the entire daily balance of the tiered accounts. If your daily balance is increased or decreased, the dividend rate and the Annual Percentage Yield for the appropriate tier will be paid on the entire daily balance in your account.

### Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the High-Yield IRA Money Market Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

### Incorporation of IRA Agreement & Disclosures

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

## Checking Accounts

SCE Federal Credit Union's checking accounts let you withdraw your money and write checks against your account at any time. Our checking accounts are the Rize™ Checking, Free Checking, Teen Checking, Fresh Start Checking, Rewards Checking, BankOn Checking, and Health Savings Checking.

## ✔ Rize™ Checking Account

The Rize™ Checking Account is a reverse tiered variable rate account that must be opened online and is limited to one checking account per Social Security number. This account is a consumer-based product not available to businesses.

### Minimum balance and deposit requirements

There is no minimum balance required to open your Rize™ Checking Account. To qualify for and earn dividends you must make 10 debit card purchase transactions that post to your account during each statement cycle (ATM withdrawal transactions are not considered debit card purchases) This requirement must be met each month in order to be eligible to obtain the Annual Percentage Yield as stated within our [Deposit Rates](#) and to earn dividends.

For qualifying accounts that meet the requirements, the balance required to obtain the Annual Percentage Yield for each tier is indicated within our [Deposit Rates](#). Dividends are paid at a tiered rate for the portion of balance within each tier..

### Rate information

Our Rize™ Checking Account is designated as a variable rate account within our [Deposit Rates](#). These rates and yields may change at any time at the Credit Union's discretion.

### Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the Rize™ Checking Account the period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

Total dividends paid are the sum of dividends earned from the balance in each tier. The dividend earned, which varies depending on the balance in the account, is calculated daily based on the ending qualifying balance within each tier and is totaled at month-end to pay a blended Annual Percentage Yield during the dividend period. Dividends will be forfeited if your account is closed prior to the last day of the month.

## ✔ Free Checking Account

### Minimum balance and deposit requirements

There is no minimum balance required to open a Free Checking Account. The Free Checking Account is a non-dividend earning account.

## ✔ Teen Checking Account

Our Teen Checking Account is available to eligible members between 12 to 17 years of age. Upon reaching 18 years old, the Teen Checking Account will convert to a Free Checking Account.

### Minimum balance and deposit requirements

There is no minimum balance required to open a Teen Checking Account.

## ✔ Fresh Start Checking Account

The Fresh Start Checking Account is available to eligible members who have had a record reported to a consumer reporting agency. If the Fresh Start Checking Account is in good standing for one year, the account may be converted to another checking account at the member's request.

The Fresh Start Checking Account is a non-dividend earning account.

### Minimum balance and deposit requirements

There is no minimum deposit required for you to open your Fresh Start Checking Account. There is a monthly service fee as stated within our [Fees & Charges](#).

## ✔ Rewards Checking Account

### Minimum balance and deposit requirements

There is no minimum balance required to open your Rewards Checking Account. There is no minimum balance required to obtain the Annual Percentage Yield stated within our [Deposit Rates](#). You must complete a monthly electronic deposit (Direct Deposit, Payroll, ATM, Online Banking transfer and Mobile Remote Deposit are considered electronic deposits) of at least \$500 and have elected to receive electronic statements (eStatements) to avoid a monthly service fee as stated within our [Fees & Charges](#).

## Rate information

Our Rewards Checking Account is designated as a variable rate account on our [Deposit Rates](#). These rates and yields may change at any time at the Credit Union's discretion.

## Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the Rewards Checking Account the period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

### ✓ BankOn Checking Account

The BankOn Checking Account is available to eligible members who want to avoid overdraft check fees and have opted to not write checks on their account. The Credit Union will not order checks for this account type. The Credit Union is not responsible for monitoring if the account holder orders checks from a third party and payment of checks will not be prohibited. The BankOn Checking Account is a non-dividend earning account.

## Minimum balance and deposit requirements

There is no minimum deposit required for you to open your BankOn Checking Account. There is no monthly service fee for this account.

### ✓ Health Savings Checking Account

## Minimum balance and deposit requirements

The minimum balance required to open your Health Savings Checking Account is \$50. There is no minimum balance required to obtain the Annual Percentage Yield stated within our [Deposit Rates](#).

## Rate information

Our Health Savings Checking Account is designated as a variable rate account within our [Deposit Rates](#). These rates and yields may change at any time at the Credit Union's discretion.

## Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the Health Savings Checking Account the period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected within our [Deposit Rates](#).

## Incorporation of Health Savings Account Agreement & Disclosures

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

## Term Certificate Accounts

SCE Federal Credit Union's term certificate accounts let you deposit your money for a specified period of time. Our term certificate accounts are the Term Certificates, Roth IRA Term Certificates, Coverdell Education Savings Term Certificates, and IRA Term Certificates.

## Annual Percentage Yield

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

## Maturity

Your account will mature as reflected within our [Deposit Rates](#). The maturity date will be stated on the certificate or receipt provided to you at the time of opening your account.

## Rate information

Our term certificates are designated fixed rate accounts within our [Fees & Charges](#). You will be paid these rates and yields until maturity.

## Minimum balance and deposit requirements

You must maintain a minimum balance of \$1,000 in your term certificate account to obtain the Annual Percentage Yield stated within our [Deposit Rates](#) and to avoid closure.

## Renewal of account/grace period

Your account will automatically renew at maturity for the same time period as the original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of 10 days after maturity.

## Account limitations

You may not make deposits into this account until the maturity date. See Early Withdrawal Penalties. You may make withdrawals of dividends from your account at any time.

## Early withdrawal penalty

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

1. If the term of the account is 91 days, the member shall forfeit all dividends earned
2. If the term of the account is 6 to 12 months, the member shall forfeit an amount up to 90 days dividends
3. If the term of the account is 18 to 60 months, the member shall forfeit an amount up to 180 days dividends

## Exceptions to penalties

The penalties stated below will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the term certificate account or is made pursuant to the Credit Union's bylaws;
2. The term certificate account is part of a pension plan which qualifies or is qualified for specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability, or upon attaining not less than 70 1/2 years of age; or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

## Incorporation of IRA Agreement & Disclosures

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

### ✓ 91 Day Term Certificate

## Dividend compounding and crediting

Dividends will be compounded and credited at maturity.

### ✓ Term Certificate

Our term certificates range from 6- to 60-month terms.

## Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the Term Certificate the dividend period is monthly.

### ✓ Roth IRA Term Certificate

Our Roth IRA Term Certificates range from 12- to 60-month terms.

## Dividend compounding and crediting

Dividends will be compounded monthly and will be credited monthly. For the Term Certificate the dividend period is monthly.

### ✓ Coverdell Education Savings Term Certificate

Our Coverdell Education Savings Term Certificates range from 12- to 60-month terms.

## **Dividend compounding and crediting**

Dividends will be compounded monthly and will be credited monthly. For the Coverdell Education Savings Term Certificate the dividend period is monthly.

## **IRA Term Certificate**

Our IRA Term Certificates range from 12- to 60-month terms.

## **Dividend compounding and crediting**

Dividends will be compounded monthly and will be credited monthly. For the IRA Term Certificate the dividend period is monthly.

## **Electronic Funds Transfer Disclosure & Agreement**

This EFT Disclosure & Agreement as amended from time to time (agreement) sets forth the terms and conditions governing the use of the SCE Federal Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by SCE Federal Credit Union is given below, followed by specific disclosure information for each service. SCE Federal Credit Union may also provide remittance transfers (defined by Regulation E, Subpart B, as an electronic transfer of funds of more than \$15, which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider). The terms and conditions for such electronic transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an electronic fund transfer under Regulation E, subpart A. This agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by SCE Federal Credit Union, you are agreeing to be bound by the terms and conditions of this agreement. In this agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to SCE Federal Credit Union.

### **Personal identification number**

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM/Debit Card for transactions that require the use of a PIN. This number should be memorized. Do not write it on your ATM/Debit Card or where it is easily accessible by others. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

### **Right to receive documentation of transactions**

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

### **Your liability for lost, stolen or unauthorized transactions involving automated teller machine (ATM) cards**

Tell us at once if you believe your ATM/Debit Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe an electronic transfer has been made without your permission using information from your check. Calling is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one with us). If you tell us within two business days, you can lose no more than \$50 if someone used your ATM/Debit Card or PIN without your permission. If you do not tell us within two business days after you learn of the loss or theft of your ATM/Debit Card or PIN, and we can prove we could have stopped someone from using your ATM/Debit Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM/Debit Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

### **Your liability for lost, stolen or unauthorized transactions involving Visa Debit Card**

Tell us at once if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check. Calling is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50 if someone used your debit card without your permission. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, you or a member of your family's serious illness or death, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we will extend the 60-day period by a reasonable period.

### **Special notice to Visa Debit cardholders**

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be \$0. This provision limiting your liability does not apply to Visa Corporate Card transactions, Visa Purchasing Card transactions, anonymous Visa Prepaid Card transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above \$0 liability limit, to the extent allowed under applicable law, if the Credit Union reasonably determines, based on substantial evidence, you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

### **How to notify the Credit Union in the event of an unauthorized transaction**

If you believe your ATM/Debit Card or PIN has been lost or stolen, or someone has transferred or may transfer money from your account without your permission, call [800.866.6474](tel:800.866.6474) or [Contact Us](#) through our website. You should also [Contact Us](#) if you believe a transfer has been made using information from your check without your permission.

### **Business days**

Our business days are Monday through Friday, excluding holidays.

### **Our liability for failure to make transfers**

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

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



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There may be other exceptions not specifically mentioned above.

## In case of errors or questions about your electronic transfers

Call [800.866.6474](tel:800.866.6474) or [Contact Us](#) through our website as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

## Charges

In order to obtain the electronic services listed, you must open and maintain a savings or checking account. All charges associated with our electronic fund transactions are disclosed within our [Fees & Charges](#).

## Disclosure of account information to third parties

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

1. when it is necessary to complete the 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 government agency or court orders or other legal process; or
4. if you give us your prior oral or written permission.

## Address change

Keep the Credit Union informed of your current address to insure correct mailing of monthly statements. If we do not have your current address on file, you will be assessed the fee as stated within our [Fees & Charges](#). If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

## Amendments

The Credit Union may change the terms and conditions of this agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least 21 days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM cards, debit cards or designated accounts.

## Termination

You may terminate this agreement with us at any time. The Credit Union

reserves the right to terminate this agreement and/or your use of your ATM/debit card or PIN with or without cause. We may do so immediately if:

1. you or any authorized user of your ATM/debit card, PIN or account breaches this or any other agreement with the Credit Union;
2. we have reason to believe there has been, or might be, an unauthorized use of your ATM card, debit card, PIN or account; or
3. you or any authorized user of your ATM/debit card, PIN or account request we do so.

## Additional benefits/card enhancements

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

## Waiver of rights

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

## Other agreements

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

## Severability

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

## Who is bound by this agreement

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

## Signatures

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

## Additional disclosure applicable to ACH services

### Documentation of direct deposit

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at [800.866.6474](tel:800.866.6474) to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

### Disclosure of right to stop payment

1. Right to stop payment and procedure for doing so – If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: call us at [800.866.6474](tel:800.866.6474) or [Contact Us](#) through the website in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days.
2. Notice of varying amounts – If these regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set.

### Transactions available

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

- Make deposits to your savings, checking account, Money Market, Vacation and Holiday accounts;

- Make loan payments;
- Pay bills directly from your savings, checking, or Money Market account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your checking account for returned check fees or return debit entry fees.

## ✔ Additional disclosure applicable to ATM services

### Rules for use

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

### ATM fees

When you use an ATM not owned by SCE Federal Credit Union, you may be charged a fee by SCE Federal Credit Union or the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of an ATM or debit card issued by SCE Federal Credit Union for use of an electronic terminal operated by SCE Federal Credit Union. Refer to our [Fees & Charges](#) for the amount charged by SCE Federal Credit Union.

### Transactions available

You may use your ATM/debit card to perform the following transactions:

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

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

### Limitations on transactions

You may make ATM cash withdrawals or debit transactions up to \$610 (\$250 for Teen Checking accounts) each 24-hour period as long as your available balance will cover the transaction or have not been assigned a custom limit. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event a specific ATM is so limited, you may not be able to withdraw more than the cash limit of particular ATM.

## ✔ Access cards

All ATM/debit cards are non transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM/debit card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

## ✔ ATM safety

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

- Be aware of the surroundings, particularly at night
- Look for well lighted ATMs when transacting at night
- If you notice anything suspicious when approaching the ATM, return later or use another ATM
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit/withdrawal slips/envelopes before leaving your vehicle.

- Have your ATM card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM card away and leave.
- Consider having another person accompany you to the ATM
- Immediately report all crimes to the ATM operator and to local law enforcement officials
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information. This information should only be discussed in person by you at the Credit Union
- Remember to keep your PIN a secret. Make sure not to write it on your ATM card or anywhere else in your wallet; thieves can easily figure out the reason for hidden or secret numbers.

## ✔ Additional disclosure applicable to audio response

### Transactions available

You may use your audio response service to perform the following transactions:

- Obtain account, and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your savings, checking or Money Market Account;
- Transfer funds between your savings, checking and Money Market account;
- Access your line of credit account to request loan advances;
- Transfer funds from your line of credit to your checking and savings accounts;
- Make loan payments; and
- Apply for a loan.

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

### Limitations on transactions

The maximum amount you may withdrawal by check is \$20,000 during any 24-hour period.

## ✔ Additional disclosure applicable to Visa Debit Card services

### Issuance of card

“Card” means the SCE Federal Credit Union Visa Debit Card and any duplicates, renewals or substitutions the Credit Union issue to you; “account” means the account designated on the application for your debit Card.

### Responsibility for transactions

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

### Merchant disputes

For POS transactions directly accessing a line of credit, the Credit Union is not responsible for the refusal of any merchant or financial institution to



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honor the card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you, or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

## Limitations on dollar amounts and frequency of transactions

Purchases made above the floor limit of the merchant will require an authorization number from Visa. Visa Debit Card default limit is up to \$3,000 (\$250 for Teen Checking accounts) for every 24-hour period when used at places that accept Visa as long as your available balance will cover the transaction or have not been assigned a custom limit. You may make up to 15 total transactions per each 24-hour period.

## Use of the card

You may use the Card and PIN to:

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

You may use the card without the PIN to:

- Purchase goods or services at places that accept Visa (these are point of sale or POS transactions);
- Order goods or services from places that accept Visa;
- Order goods or services without a PIN at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other debit card network; and
- Make automatic payments from your account to pay bills or other charges, providing the person or organization you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals.

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

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

## Illegal use of Visa Debit Card

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

## Overdrafts

You promise to pay the Credit Union immediately upon demand for any

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

## Refusal to honor card

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

## Foreign transactions

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

## Consumer reports

The Credit Union makes credit available to its members on a regular basis. The applicant(s)/accountholder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the applicant(s)/accountholder(s), including but not limited to applying for membership, the opening of a savings or checking account or the issuance of an ATM card, debit card, or other service provided by the Credit Union, and the applicant(s)/accountholder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the applicant(s)/accountholder(s). The applicant(s)/accountholder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

## Additional disclosure applicable to Digital Banking services

### System requirements

Digital Banking service allows convenient access to your account information 24 hours a day. To use Digital Banking you must have a computer, modem, internet service, browser, your account number and a PIN or access code.

### Transactions available

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

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request check withdrawals from your savings, checking or money market accounts;
- Transfers funds between your savings, checking or line of credit;
- Access your line of credit for loan advances by check;
- Download transaction information to personal financial management software from your savings and checking accounts;
- Make loan payments;

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- Pay bills through Bill Pay from your savings and checking accounts;
- Apply for a loan;
- Reorder checks, print statements, or change your password.

## Limitations on transactions

The following are limitations to the use of the Credit Union's Digital Banking service:

- The maximum you may withdraw by check is \$20,000 during any 24-hour period.

## Additional disclosure applicable to Bill Pay services

The Credit Union's Bill Pay service is available to you under guidelines described in this agreement and via the online enrollment disclosure. You authorize the Credit Union to debit your designated checking account(s) for any transactions processed through the use of our Bill Pay service, including all charges as shown within our [Fees & Charges](#) associated with Bill Pay service. Requirements and your responsibilities for use of this service are described below.

## System requirements

To use Bill Pay you must have a computer, modem, internet service, browser, your account number and a PIN or access code.

## Your payees

Payee records are created by you and should include all the necessary data to make your payment, such as payee name, address, phone number and account number.

You may add and edit payees within the Bill Pay service. The Credit Union may update these records without any further notification to correct errors or update account information as provided by the payee in order to process your payment. Editing payees is limited to your personal information such as: the payee nickname, account number, phone, name on account and payment category. The Credit Union is not responsible if you provide invalid, incomplete or incorrect payee information which results in a bill payment that cannot be processed and/or is misrouted.

The payee details will indicate the number of days required for processing. Payments made by check required a minimum of five business days for processing and electronic payments require a minimum of two business days for processing.

## Scheduling a payment

Payments can be scheduled to any payee from your checking account on any date shown on the Bill Pay system calendar as an available deliver by date. The deliver by date is the date the payee will receive payment. These dates are limited to Monday through Friday, excluding Federal Holidays.

In order to ensure payments are received by the deliver by date, payments are processed (but not charged to your account) two business days before the deliver by date after 1pm PST for electronic payments. Payments made by check are processed five business days before the deliver by date after 1pm PST and are charged once the payee negotiates the issued check which is drawn directly on the designated checking account. Please make sure you have available funds in your account at least four days prior to your selected deliver by date as the funds can clear as soon as your payee receives the check. The maximum payment amount is \$9,999.99 per transaction.

## Bill payment withdrawals

Scheduled electronic payments will be withdrawn from your account as early as 4am PST but no later than 9am PST on the deliver by date you have specified.

Check payments: The funds will be debited from your account when the payee receives and negotiates the check. We send out the check up to five days before your deliver by date.

Note: To determine if a payment will be paid electronically or by check, locate the payment in the scheduled payments section of the main Bill Pay page and click the edit icon. How a payment is scheduled to be made, electronic or check, will display in the pop-up box next to type.

It is your responsibility to have sufficient funds for the payment to be processed. In the event you do not have sufficient funds then you may be assessed an overdraft, Courtesy Pay or NSF fee as a result of these transactions as disclosed within our [Fees & Charges](#). The Credit Union may overdraft from your other share accounts, as applicable, according to the instructions you have given the Credit Union, if any, if there are not sufficient funds in the designated checking account.

## Transactions available

You may use our Bill Pay service to perform the following transactions:

- Add/Edit payees: Payees refers to the entity to which you pay bills. The payee can be a company, organization, or individual. The add/edit payee feature allows you to add payees to, delete payees from or edit payee information on your personal list of payees.
- Make nonrecurring payments from your checking: This feature allows you to schedule one-time payments to payees and enable you to specify the amount of the payment and the processing date.
- Make recurring payments from your checking account: This feature allows you to schedule recurring payments to payees.
- View history: View history permits you to see payments made over a specified time period.

## Limitations on transactions

The following are limitations to the use of the Credit Union's Bill Pay service:

- The maximum transaction amount is \$9,999.99 per payment.
- Payments cannot be made for tax payments, DMV payments, court-ordered payments or payments to payees outside of the U.S.
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped.
- You cannot stop a payment if the payment has already been processed.
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed on the next business day.

The Credit Union will not be held liable under any circumstances for payments made to any of the following:

- Tax payments (IRS, Franchise Tax Board, Tax Assessor)
- DMV payments
- Court ordered payments
- Security trade purchases
- Child Support payments
- Payments outside of the United States

## Methods and restrictions

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

It is important you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to two business days to be delivered. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to five business days to be delivered. Expedited payment delivery options may be available for an additional charge. The bill pay system will display the expedited delivery date based on the payee payment method, either electronic or check. Refer to our [Fees & Charges](#) for cost of an expedited electronic and expedited check payment.

This service may be revoked at any time by the Credit Union and any payments scheduled may be cancelled at any time without further notification in the event of misuse, fraud, and/or abuse. The Credit Union may restrict your account from scheduling further payments if you have scheduled a payment and have insufficient funds in your account to cover the payment or in the event you have a delinquent loan or if your account fails to comply with guidelines specified in this disclosure.

## Editing or cancelling a pending payment

You may edit or cancel any one time or recurring pending payment via Bill Pay prior to the payment processing date. You may not edit or cancel a payment after the payment has been processed by our Bill Pay service provider.

## Stop payment

You may request a stop payment on a Bill Pay check if the check has not been negotiated. A stop payment fee will be charged to your account as stated within our [Fees & Charges](#).

To place a stop payment call us at [800.866.6474](tel:800.866.6474) or [Contact Us](#) through the website. If you call, we may also require you to put your request in writing and get it to us within 14 days.

## eMail notifications

An automated notification will be sent to the primary email address on file whenever any of the following take place:

- A new payee is added or edited;
- A payment was made;
- An automatic payment is scheduled or cancelled; or
- Your Bill Pay funding account is blocked.

## Member responsibilities

You are responsible for:

- data input of payee information (payment amount(s), name, address and any other pertinent information); you must allow sufficient time for payments to be processed so the funds can be delivered to the merchant on or before the due date;
- any late payment, late fees, interest payments, and service fees charged by merchant(s) as a result of incorrect information or failing to schedule before the due date;
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- maintaining a current, valid email address and review of email notifications;
- reporting any inaccurate or suspicious activity to us by calling us during business hours at [800.866.6474](tel:800.866.6474) or [Contact Us](#) through the website.

## Fee schedule

Refer to our [Fees & Charges](#) to see current fees.

## ✓ Regulations related to wire (funds) transfers

### Applicable law

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

### Funds transfer cutoff time

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

### Service charges/fees

The Credit Union may charge your account for the amount of any funds

transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our [Fees & Charges](#) for current fees.

## Security procedures

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

## Use of Fedwires

If you send or receive a wire transfer, Fedwire may be used. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

## Identification of beneficiary

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

## Identification of beneficiary and intermediary bank by number

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

## Provisional ACH payments

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

## Notice of receipt of ACH funds

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

## Receipt of incoming (non-ACH) funds transfers

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



## Payment of dividends or interest

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

## Your ability to withdraw funds

Our policy is to delay the availability of funds you deposit in your account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks you have written.

### Determining the availability of a deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit prior to the close of business on a business day we are open, we will consider that day to be the day of your deposit. A 24-hour hold will be placed on the deposit, if deemed necessary, a longer hold will apply.

However, if you make a deposit after the close of business or on a day we are not open, we will consider the deposit was made on the next business day we are open. A 24-hour hold will be placed on the deposit, if deemed necessary, a longer hold will apply. All deposits made at a non-proprietary (not owned by the Credit Union) ATM will be made available for withdrawal by the fifth business day following the banking day of deposit. The length of the delay varies depending on the type of deposit and is explained below.

### Same-day availability

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

### Next-day availability

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

- U.S. Treasury checks payable to you
- wire transfers
- checks drawn on SCE Federal Credit Union

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

- cash
- state and local government checks that are payable to you
- cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Financial institution checks, Federal Home Loan Financial institution checks, and postal money orders, if these items are payable to you.

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

### Other check deposits

Funds from other check deposits will not be available until the second (2nd) business day after the day of your deposit. The first \$225 of your deposits, however, will be made available on the first business day.

### Longer delays may apply

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

## Special rules for new accounts

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, federal, state and local government checks and United State Postal money orders will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

### Deposits at automated teller machines (ATMs)

Funds from any deposits (cash or checks) made at ATMs we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

### Important notice about your account(s) or safe deposit box – California residents

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, share draft, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law. In addition, any property held in a Credit Union safe deposit box may be transferred upon the running of the time period specified by state law from the date any lease or rental period expires or any agreement for the safe deposit box terminates. We may assess a fee for sending you notice regarding your unclaimed property as set forth within our [Fees & Charges](#).

### Important notice about your account(s) or safe deposit box – Nevada residents

The holder(s) of this account shall inform the Credit Union of any change in their address(es). The shares and accumulated dividends earned thereon will escheat to the Office of the State Treasurer if, for a period of three years:

1. There has been no account activity; or
2. There has been no written communication by you; or
3. There has been no other communication with you noted in writing by the Credit Union.
4. There has been no activity on any other accounts you have with the Credit Union.

In addition, any property held in a Credit Union safe deposit box may be transferred upon the running of the time period specified by state law from the date any lease or rental period expires or any agreement for the safe deposit box terminates.

## General Terms & Conditions of your Credit Union accounts

### Definitions

- Account Agreement means any savings, checking, term certificate, trust, Totten trust or UTMA account
- TIS Agreement means Truth In Savings Agreement entitled, Membership Agreement & Disclosure

### Membership application

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

### Account ownership

The ownership of trust, Totten trust and UTMA accounts shall be governed by

# Membership Agreement & Disclosure



the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

- **Individual accounts:** The account or certificate is owned by the party named on the Account Agreement (Accountholder). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- **Joint accounts:** The account or certificate is owned by the parties named on the Account Agreement (Accountholders). Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s), designated as the beneficiary named on the Account Agreement.

## Special rules for Joint Accounts

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

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

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

## Special rules for Minor Accounts

Minor Accounts are joint accounts owned by the minor and a joint account owner who is at least 18 years of age. The adult joint account owner must be an existing member in good standing. Good standing is defined as a member who maintained an active account with a positive account history for the preceding six months regardless of when the account was opened. The Credit Union may complete transactions that may include payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire about the use or purpose of any transaction by the minor or joint owner. The Credit Union will not honor any transaction request by a parent or guardian who is not a joint account owner. In order for the minor to be allowed to make debits or withdrawals from the account, the minor must be issued a debit card and the joint owner must authorize a withdrawal amount limit. Once the minor reaches the age of majority, this restriction will be lifted.

## Changes in Terms & Conditions

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

## Order of posting; understanding your available and actual balance

**Order of Posting:** The order in which items are paid is important if there is not enough money in your account to pay all of the items presented. We will pay checks, automated debits (ACH), debit card transactions, ATM withdrawals and point-of-sale transactions in the order presented for payment to the Credit Union.

- Multiple checks presented for payment on the same day will be posted in check number order (from the lowest check number to the highest check number).

- For ACH transactions, deposits are credited before withdrawals are debited by settlement date, in the order received from the Federal Reserve.
- For ATM Card and debit card transactions, items are posted in the order presented for payment, which may vary from the order the transaction was authorized. We will not charge a fee if your debit card transaction was authorized when there was a sufficient available balance in your account.

The Credit Union reserves the right to adjust the above processing times in its sole discretion.

**Actual and Available Balances:** To properly manage the money in your account and avoid Courtesy Pay (overdraft) and Non-sufficient Fund Fees (NSF), it is important that you understand the difference between your “actual balance” and your “available balance.” Your “actual balance” is updated throughout the day as transactions are posted to your account. The actual balance will not reflect or include any pending, un-posted authorized transactions, merchant holds. Your “available balance” is the amount in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect merchant holds and pending debit transactions. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (for example, any “pending” debit card merchant withdrawals authorized for payment and deposits that have a hold and are not available for immediate withdrawal). We will use the “available balance” in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account with Digital Banking.

You understand you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all of your outstanding checks, automatic bill payments or recent deposits. In addition, a debit card transaction may cause your account to be overdrawn if the available balance is not sufficient at the time of posting even if the available balance was sufficient at the time it was authorized. Also note, your available balance may not reflect all of your pending debit card transactions if an authorization hold is released prior to the transaction being presented for payment. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within two (2) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. You must keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled “Your Ability to Withdraw Funds.” If you have additional questions about your available or actual balance, please see a branch representative or call [800.866.6474](tel:800.866.6474).

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

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

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

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

## Authorization holds for debit card transactions

When you make a purchase with your Debit Card without entering your PIN, the merchant or other payee may seek our prior authorization and guarantee of payment for the transaction. If we authorize the transaction, we place a temporary hold for the authorized amount in the account linked to your Debit Card. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance

# Membership Agreement & Disclosure



(generally in real time as transactions are received by us throughout each day). The Credit Union will not authorize everyday Debit Card transaction amounts that exceed your current available balance unless you have asked us to do so.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. Examples include, at-the-pump fuel purchases where the authorization occurs prior to fuel being pumped, restaurant purchases where the authorization occurs prior to the addition of a gratuity, or hotel or rental car transactions where the authorization is for an estimated amount prior to check-out. For those transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance.

We place authorization holds for up to two (2) business days (or for up to thirty (30) business days for certain types of Debit Card transactions) from the time of the authorization. If the transaction is not submitted for payment by the merchant within the specified time period, we must release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and it is posted to your account. We urge you to record and track all of your transactions closely to confirm that you will not overdraw your account by spending funds that are not available to you.

## Overdrafts

The Credit Union is under no obligation to pay an item (such as a check, ACH, ATM and Debit Card transactions) which exceeds the available balance in an account; the Credit Union may, however, pay an item and recover or obtain a refund of the amount of the resulting overdraft plus a fee, (see our [Fees & Charges](#)) from any of the accountholders of this account, each of whom expressly agrees that each accountholder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any accountholder. When an item is returned unpaid due to insufficient available funds and not covered by the Courtesy Pay Program (see For Checking Accounts with Courtesy Pay), or when an authorized debit card transaction is paid that exceeds your available balance, including your Courtesy Pay limit if applicable, at the time it is presented for payment, you will be charged a Non-Sufficient Funds (NSF) fee, as stated in our [Fees & Charges](#).

## Notice

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

## Ability to pledge funds

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

## Financial abuse reporting

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

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

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

## Enforcement of liens

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of offset and charges, notwithstanding the source of the contribution.

## Notification of changes

Each accountholder agrees to promptly notify us in writing of any change

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

## Consent to contact

You agree we and/or our third-party debt collectors may contact you by phone or text message at any phone number associated with your account, including mobile numbers (i.e., cellphone numbers) which could result in charges to you, in order to service your account, prevent fraud or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of prerecorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted at your mobile phone number(s) at any time by calling [800.866.6474](tel:800.866.6474), [Contact Us](#) through our website or by any other reasonable means. If you have provided or provide a mobile number(s) to us in connection with your accounts, or any of them, you represent and agree you are the wireless subscriber or customary user with respect to the mobile number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the mobile number(s) which you provide to us. You agree to indemnify us and our third-party debt collectors, and hold us and our third-party debt collectors harmless, from and against any and all losses, claims, damages, liabilities, costs or expenses (including any attorneys' fees) that arise out of your breach of any of the foregoing representations and agreements.

## Waiver of certain rights

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

## Consumer reports

The Credit Union makes credit available to its members on a regular basis. The applicant(s)/accountholder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the applicant(s)/accountholder(s), including but not limited to applying for membership, the opening of a savings or share/draft account or the issuance of an ATM Card, Debit Card, or other service provided by the Credit Union, and the applicant(s)/accountholder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the applicant(s)/accountholder(s). The applicant(s)/accountholder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

## Negative credit reporting

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

## Reporting inaccurate information

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please [Contact Us](#) through our website.

## Post-dated checks

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

## Examination of statements

The accountholder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof.

## Non-cash payments

Non-cash payments deposited into an account may be credited subject to final payment.



## Fees and charges

All accounts shall be subject to service charges in accordance with the [Fees & Charges](#) adopted by the Credit Union as amended from time to time.

## Attorneys' fees

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

## Credit Union's right to offset

Accountholder(s) agrees that the Credit Union has the right to offset against any account of any accountholder to cover any amount owing to the Credit Union for any reason. Accountholder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the accountholder(s)'s shares and dividends in the event of the failure of the accountholder(s) to satisfy any financial obligation due and payable to the Credit Union. Accountholder(s) understand that the Credit Union may enforce this right without further notice.

The above-described right to offset shall not apply with respect to any written trust instrument or custodial agreement created or organized in the United States and forming part of a tax-advantaged savings plan which qualifies or qualified for specific tax treatment under sections 223, 401(d), 408, 408A and 530 of the Internal Revenue Code (26 U.S.C. 223, 401(d), 408, 408A and 530).

## Governing law

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

## Savings Account Agreement

### ✔ Transfer to third parties

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

### ✔ Withdrawal, prior to notice requirement

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

## Term Certificate Account Agreement

### ✔ Pledging of funds

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

## Checking Account Agreement

### ✔ Withdrawals, approved methods

Only checks and other methods approved by the Credit Union may be used to withdraw funds from a checking account.

### ✔ Electronic check conversion

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

told (orally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

### ✔ Demand checks

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

### ✔ Stale-dated checks

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

### ✔ Stop payments

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months, but it lapses after 14 calendar days if the original order was oral and was not confirmed in writing within that 14-day period. The Stop Payment Order may be renewed in writing for an additional six (6) month period. Written confirmation is not required if the Account Holder submits a Stop Payment Order through one of the available electronic services.

### ✔ Truncation of checks

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

### ✔ Liability of Credit Union

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

### ✔ Closure of account

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

### ✔ For checking accounts with savings overdraft protection

If any Account Holder(s) writes a check that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated share account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the check and any associated fees and to credit such charge to this Checking Account. No checking overdraft may be paid by charging a savings account if, as a result of such charge, that share account would be subject in any one month to more than six pre-authorized, automatic or telephonic transfers.

### ✔ For checking accounts with loan overdraft protection

If any Account Holder(s) writes a check which would result in this Checking Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Checking Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such check and any associated fees.

## ● For checking accounts with Courtesy Pay

The Credit Union recognizes that sometimes you may overdraw your checking account. In such cases the Credit Union may decide to honor transactions for which there are insufficient funds. This is the Credit Union's Courtesy Pay Program. The Credit Union provides the Courtesy Pay Program as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not need to apply for this service.

### Qualifications

To be eligible for the Courtesy Pay Program, the member must meet all of the following criteria:

- Must be a member in good standing (defined below);
- Must be age 18 or over;
- Cannot be delinquent on any loans with the Credit Union beyond 15 days; and
- Account must not be a Fresh Start Checking or a BankOn Checking.

A member will be considered to be in good standing if the member has complied with all of their agreements with the credit union, has not caused the credit union a financial loss, and whose account does not have excessive overdrafts (as determined in the credit union's sole discretion), or any levies, garnishments, and/or derogatory ChexSystems records. If you are not in good standing or, Courtesy Pay services may be revoked.

### Description of service

When these qualifications are met, the Credit Union may automatically honor overdrafts, including checks, automated debits (ACH), bill payments and recurring debit card transactions (examples: transactions for gym memberships and movie subscriptions). Transactions covered by Courtesy Pay are subject to a Courtesy Pay Fee as stated within our [Fees & Charges](#). Transactions not covered by Courtesy Pay that exceed your available balance are subject to a Return Item or Non-Sufficient Fund (NSF) fee. Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not approve your overdrafts for everyday debit card transactions (examples: transactions for restaurants, gas or groceries). You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your everyday debit card transactions, call [800.866.6474](tel:800.866.6474) or [Contact Us](#) through the website. Complete and sign the Courtesy Pay Election Form, which is provided with this disclosure, and return it to any Credit Union branch or mail it to us at the address stated above. The Credit Union will provide you with written confirmation of your opt-in choice.

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Courtesy Pay fee as stated within our [Fees & Charges](#). If we honor multiple overdrafts we may honor them in any order at the Credit Union's option or return any such items. Courtesy Pay limits are:

- \$100 automatic limit; if there are no electronic direct deposits through ACH or payroll direct deposit

Higher limits may be assigned based on if the account receives an electronic direct deposit through ACH or payroll direct deposit. The Courtesy Pay limit is based on the amount of the highest direct deposit received in the last 35 days.

- \$300 limit with an electronic deposit of \$300, up to \$499
- \$500 limit with an electronic deposit of \$500, up to \$749
- \$700 limit with an electronic deposit of \$750, up to \$999
- \$900 limit with an electronic deposit of \$1000, up to \$1299
- \$1100 limit with an electronic deposit of \$1300, up to \$1599
- \$1300 limit with an electronic deposit of \$1600, up to \$1899
- \$1500 limit with an electronic deposit of \$1900, up to \$2199
- \$1700 limit with an electronic deposit of \$2200, up to \$2499
- \$2000 limit with an electronic deposit of \$2500, up to \$2999

- \$2500 limit with an electronic deposit of \$3000 or more

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than 30 days from the date any notice sent to you. If you fail to cover the total overdraft amount within 30 days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Courtesy Pay Program fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union. The charge for Courtesy Pay Service is described in our [Fees & Charges](#).

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

If you do not want the Courtesy Pay Program or want to make changes to your coverage, you must inform the Credit Union by contacting us in the manner most convenient to you. You may make changes at any time by:

- Calling [800.866.6474](tel:800.866.6474) or [Contact Us](#) through the website;
- By logging in to Digital Banking and sending a secure message or initiating a chat; or
- Sending us a [Secure eMail](#).

### Notice regarding NSF fees

When an item is returned unpaid due to insufficient available funds and not covered by the Courtesy Pay Program, you will be charged a Non-Sufficient Funds (NSF) fee, as stated in our [Fees & Charges](#). If multiple items are returned unpaid due to insufficient available funds on the same day, you will be charged an NSF fee for each returned item. The same item may be presented for payment more than once, and you will be charged an NSF fee each time that item is presented and returned due to insufficient available funds.

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. We are not obligated to pay any item presented for payment against your account if the available balance in your account is insufficient to cover the item. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future insufficient funds items. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid.