

# All-in-One Account Disclosure

Terms and Conditions | Truth in Savings | Funds Availability | Electronic Transfers

Effective Date: August 1, 2022

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# ARBITRATION AND WAIVER OF CLASS ACTION

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You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [adr.org](http://adr.org); or, a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ALL-IN-ONE ACCOUNT DISCLOSURE AGREEMENT ("ACCOUNT AGREEMENT") (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the US Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

- 1. Selection of Arbitrator:** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
- 2. Effective Date:** This Arbitration Agreement is effective upon the 61st day after we provide it to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.
- 3. Claims Arising Prior to Effective Date: THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.
- 4. Arbitration Proceedings:** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award

the same remedies that a court can award, including public injunctive relief under California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorney's fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees. However, if the Credit Union prevails, then you will not be required to pay our attorneys' fees and cost.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

- 5. Class Action Waiver:** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- 6. Severability:** In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.
- 7. Survival:** This Arbitration Agreement will survive termination of the Account Agreement.
- 8. RIGHT TO OPT-OUT:** You have the right to opt out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within 60 days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing by sending a letter to SkyOne Federal Credit Union, P.O. Box 5003, Hawthorne, CA 90251-9801 or electronic notice to [memberservice@SkyOne.org](mailto:memberservice@SkyOne.org) within such 60-day period. Your letter/notice must include your Member Number and a statement indicating that you want to opt out of the Arbitration Agreement. If you fail to opt out within this 60- day period, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt out, it shall not affect other terms and conditions of your Account Agreement, or of your relationship with the Credit Union.
- 9. Amendment/Termination of this Arbitration Agreement:** Notwithstanding anything in this Account Agreement to the contrary, we will not amend or terminate this Arbitration Agreement unless we provide you with sixty (60) days prior written notice of such amendment or termination and an opportunity to opt-out of the amendment or termination during that time period. Additionally, any amendment/termination of this Arbitration Agreement will not apply to Claims of which we have notice prior to the amendment/termination taking effect.
- 10. Inapplicable to Certain Loans:** This Arbitration Agreement will not apply to any Claims involving: (a) a consumer real estate loan; or (b) a consumer loan we provide you, to the extent you and/or a co-borrower are "covered borrowers" under the Military Lending Act.
- 11. Questions:** For more details or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website ([adr.org](http://adr.org)) or call AAA at 800.778.7879.

# TERMS AND CONDITIONS OF YOUR ACCOUNT

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## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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

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

## AGREEMENT

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

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

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

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

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

## BYLAWS

Our bylaws, which we may amend from time to time, establish basic rules

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

## LIABILITY

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

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

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

## OPENING AND MAINTAINING ACCOUNT

**Becoming a member:** In order to become a member, you must complete a membership application and deposit the par value of one (1) share in a Regular Savings Account. The par value is \$5. If you fail to complete the purchase of one (1) share within 6 months of your admission to membership, or if you reduce your Regular Savings Account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within thirty (30) days of the reduction, your membership may be terminated at the end of a dividend period.

**Member in good standing requirement:** You must be and remain a member in good standing to maintain any account. A member in good standing means: no loans delinquent more than 30 days, no checking accounts with zero or negative balance more than 30 days, no charged off SkyOne loans or share accounts, no ChexSystems records, no bankruptcies, levies or garnishments, and dormant (inactive) account status. Please refer to Member Conduct and Limitation of Services Disclosure, for additional information regarding what it means to be a member in good standing.

We will Verify your Identity when you Open an Account

As required by law, the identity of each person seeking to open an account (including joint owners, agents and fiduciaries) must be verified. The law requires that we also verify the identities of certain beneficial owners or controlling parties for accounts; you agree to provide us with any information we request regarding beneficial owners or controlling parties of accounts and certify their accuracy upon our request. We may deny membership, decline to open an account or loan, process a transaction, or close an account if we are prohibited from doing so under applicable law or if we are unable to satisfactorily verify the identity of any account owner, agent, fiduciary, or beneficiary.

## We may refuse to open any account or follow your instructions

We reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account.

We may refuse to follow any of your instructions, accept any deposit, or process any transaction, that in our sole judgment are illegal, fraudulent, inconsistent with our policies, conflict with industry standard banking practices, or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your, or what purports to be your, oral, written, or electronic instructions.

## DEPOSITS

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

## WITHDRAWALS

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

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

**Checks and withdrawal rules:** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request

which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

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

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

**Cash withdrawals:** For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. We may place reasonable restrictions on when and how you make any large cash withdrawal. Arrangements for large cash withdrawals may be made with the Credit Union at the branch location of our choice. Large cash withdrawal requests may require up to 3 business days advance notice to process. In addition, we may also require that you sign a form releasing us from any liability if you are robbed or assaulted. We may refuse the large cash withdrawal request if you do not agree with these conditions. We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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

**Official checks:** You understand and agree that you are not permitted to place a stop payment on a cashier's, teller (official) or certified check unless such check is lost, stolen or destroyed. In the event that you wish to stop payment of a lost, stolen or destroyed cashier's, teller (official) or certified check, you must sign and deliver to us a sworn statement, in a form we deem acceptable, that the check is lost, stolen or destroyed. After you place a stop payment, we are not required to refund the check amount or issue a replacement check until at least ninety (90) days after the issue date. We are not required to refund the check amount or issue a replacement check if the check is presented for payment within ninety (90) days after the issue date. In our sole discretion, however, we may process your stop payment request sooner. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our attempt to, or stopping payment on, such cashier's, teller or certified check.

**Copies of paid checks:** Paid checks remain the property of the Credit Union upon payment and are not returned to you with periodic statements. Checks are imaged on both sides and stored for seven (7) years from date of posting. You may request and we will provide you with a copy of a requested item within a reasonable time. We will not charge you for the first two (2) copies of items you request appearing on any statement. Additional copies will be subject to an assessment of

a fee as set forth in our Schedule of Service Charges. Imaged checks are available to you at no cost through our online banking system, [www.skyone.org](http://www.skyone.org) or by using our mobile app.

## UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES

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

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

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

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

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending checking transaction. So at that point, you have an actual balance of \$50, but you have already spent \$40. The balance on your periodic statement is the ledger balance for your account as of the statement date.

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

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

in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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

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

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

**Funds availability:** Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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

funds in your account if the amount of the hold had been equal to the amount of your purchase.

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

Our policy is to process ACH Credits first, in the order they are received on the day they are processed. We process ACH Debits second, by dollar amount - smallest to largest on the day they are processed. We process Checks third, in numerical order (by check number) on the day they are processed. We process Debit/Point of Sale Transactions fourth, in the order they are received on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

## OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

**General:** We may rely solely on our records to determine the form of ownership of your account. Ownership of your account is determined by the most current membership application (signature card). A different form of ownership may be established by executing a new membership application (signature card) and a new account number may be assigned. We may presume that any person named in addition to you in our records for your account owns the funds in your account with you as a joint owner, unless our records indicate that the person has some other relationship to the account. We may also recognize the signature of anyone who signed a membership application (signature card) as authorized to transact on that account.

The following rules apply to your account depending on the form of ownership and beneficiary designation, if any, specified on our account records. We reserve the right to refuse some forms of ownership on any account. We may also refuse to open an account for any reason. We make no representations as to the appropriateness or effect of the ownership and beneficiary designation, except as they determine to whom we pay the account funds. You may open an account either by yourself, which we refer to as an "individual account," or with another person or persons, which we refer to as a "joint account." We may offer other forms of ownership from time to time, which will also be governed under the terms and conditions provided in this Agreement.

**Individual Account:** An individual account is an account owned by you alone without the intent of creating survivorship rights, which you as the account owner use during your lifetime.

**Joint Account:** A joint account is an account owned by two or more persons. Upon the death of any owner, ownership of the account passes to the surviving joint owner(s) named on the membership application (signature card). All joint owners agree with each other and with us that all amounts now paid in or hereafter paid in by any one or all account owner(s), including all dividends, if any, are and will be owned by all account owner(s) jointly and equally regardless of their net contributions, with a right of survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). The right of survivorship cannot be changed by will. We

are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any amounts withdrawn from the account for the purpose of establishing net contributions.

Being a joint owner of a member's account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members. However, any non-member joint owner who uses an account, requests or uses a service and signs a membership application (signature card), agrees to the terms, responsibilities and accompanying liabilities of this Agreement, subsequent amendments, and the *Schedule of Service Charges*.

Unless otherwise agreed to in writing between you and us, each joint owner, without the consent of any other joint owner, may conduct any transaction permitted under this Agreement, including without limitation:

- Withdraw all or any part of the account funds;
- Pledge the account funds as collateral for any obligation, whether that of one or more joint owners;
- Endorse and deposit checks and other items payable to any joint owner; and
- Give stop payment orders on any check or item, whether drawn by that joint owner.

However, only the primary owner of a joint account has the authority to close the account, with the disbursement of account proceeds as instructed by the requesting primary owner.

While any owner may change or add a service acting alone, only primary owners have the right to remove any joint owners without their written consent from the account. Primary owners may make changes by delivering to us a completed membership application. All owners agree that we have no duty to notify the owners of the account of any transaction, change, addition or closure of an account or service by any owner acting alone.

All account owners, jointly and severally, are liable for all transactions, changes, additions or closure of an account or service, and for any charges, fees, losses or liabilities incurred for any transaction, change, addition or closure of an account or service regardless of which owner conducted or benefited from the transaction, change, addition or closure. Each joint owner is jointly and severally responsible for paying any overdrafts created by any account owner regardless of whether the account owner participated in the transaction or benefited from its proceeds. If any owner owes us money for any reason, we may enforce our right of setoff against all funds in any account on which that person is an owner, regardless of which owner deposited the funds in the account.

**Payable-on-Death Account:** If you establish your account as payable-on-death (POD) to one or more beneficiaries, the account is a POD account. A POD account designation is an instruction to the Credit Union that the account is payable to the owner or owners during their lifetime. Upon the death of the last account owner, the funds in your account are first payable to us to the extent there are any outstanding matured or unmatured debts owed to us by you, and second, to your then living beneficiaries (those living at the time of your last surviving account owner's death) designated on the membership application (signature card) in equal and individual amounts. If there is no surviving beneficiary, we will disburse the funds to your estate or the estate of the last surviving account owner. There is no right of survivorship between beneficiaries. You may make changes to your beneficiaries by delivering to us a fully completed membership application (signature card) signed by all account owners.

Any POD designation does not apply to Individual Retirement Accounts (IRAs) which are governed by the IRA agreement or an IRA beneficiary designation form. The Credit Union does not have any obligation whatsoever to notify any beneficiary of the existence of any account or

the vesting of the beneficiary's interest in any account. You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a POD beneficiary on your account(s). If a POD beneficiary on the account dies before you, it is your responsibility to notify us and change the account accordingly.

#### **Rights at Death:**

**Individual Account without POD Designation:** Upon your death, the funds in the account will belong to your estate and can be claimed by your legal representative or claimant subject to the terms of this Agreement and your applicable state law. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.

**Individual Account with POD Designation:** Upon your death, the POD beneficiary will be entitled to the funds in the account, subject to the terms of this Agreement, upon proof of your death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

**Joint Account without POD Designation:** When one owner dies, the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this Agreement. Upon the death of the final owner, the funds in the account belong to that owner's estate and can be claimed by that owner's legal representative or claimant subject to the terms of this Agreement and your applicable state law. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.

**Joint Account with POD Designation:** Upon the final owner's death, the POD beneficiary will be entitled to the funds in the account, subject to the terms of this Agreement, upon proof of death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account, excluding any IRA monies, by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

For joint accounts, a surviving owner's ownership interest is subject to the Credit Union's right of setoff for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**Power of Attorney:** A power of attorney ("POA") is a document you sign that authorizes someone else, called an attorney-in-fact or agent (we will use the term "agent" in this section), to act on your behalf. If you sign a POA, the agent can sign on your behalf and generally do anything you could do regarding the account, including withdrawing all of the money in the account, drawing money from your loan accounts, and closing your membership. We will allow agents to be appointed only on individual accounts unless each owner of a joint account has executed a separate power of attorney naming an agent. We may refuse to accept an agent, or an agency account.

If you choose to appoint an agent to act on your behalf pursuant to a POA, we may rely on the agent's instructions and we will have no liability or responsibility to monitor the transaction activity. The POA must be properly executed, facially valid under applicable law and the form of appointment must be acceptable to us. We may also, at our sole discretion, require your agent to complete, properly execute and provide us an affidavit of attorney in fact before allowing your agent to transact on your account. In accordance with the terms of the POA, the agent you designate to act on your behalf will be authorized to transact business on your account(s). Notwithstanding the foregoing, we reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA.

You further agree that unless prohibited by law, we may refuse, with or without cause, to accept or otherwise act under a POA, which you grant to others. If we choose to accept the POA, you understand and agree that we may act under the terms of such POA and to the extent permitted by law, revocation of the POA will not become effective until we have received written notification thereof. You agree to indemnify and hold us harmless for any claims that may arise against us because of our reliance on a POA. We are not liable for any transactions by an agent for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the agent, or you are adjudicated incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

**Minor Accounts:** A minor account is established when the primary account owner is under the age of 18 years or younger. This account is established under the minor's social security number. At the age of 18, the account will automatically convert from a minor account to a general membership account.

If the minor is between the age of 8 and 17, a minor joint tenancy account may be established by a minor with a parent or legal guardian. Funds are owned equally and jointly by all owners and any owner may authorize transactions and request account information.

#### **Account Restrictions:**

- Children 7 years and under are required to have a UTMA.
- A minor between the ages of 8 and 12 may only have a share (savings) account.
- A checking account may be opened for minors ages 13-17.
- A Minor Account Acknowledgement and Agreement form is required.
- A minor may request an ATM card at the age of 11 and a debit card at the age of 13.
- Online banking is allowed.

If the minor is between the ages of 14 to 17 years of age a joint owner is not required.

**Uniform Transfers to Minors Act (UTMA):** An UTMA account is utilized when transfers of property to a minor are made. The custodianship ends when the minor reaches legal age. The following terms apply to UTMA accounts:

1. The custodian is opening the account as custodian for the minor named on the UTMA/membership application under the California Uniform Transfers to Minors Act. The transfer of money to the minor named on the UTMA membership application, which transfer will be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the California Uniform Transfers to Minors Act now in effect or hereinafter amended.
2. You acknowledge that by signing the UTMA membership application, you have received the funds deposited to the account as custodian for the minor named therein under the California Uniform Transfers to Minors Act and you agree to the applicable terms and conditions set forth in this Agreement as well as the terms and conditions stated on the UTMA membership application. You acknowledge and agree that neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by the California Uniform Transfers to Minors Act. You also acknowledge and agree that we have no duty whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the minor's benefit.
3. For this type of account, the minor's Social Security Number/ Tax Identification Number is used for the Backup Withholding Certification.
4. You acknowledge and agree that funds in an UTMA may not be

pledged as security for any loan.

5. The successor custodian named on the UTMA membership application/signature card will serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.
6. You, as custodian, agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) we may suffer or incur arising out of any action or claim by any beneficiary with respect to the authority or actions taken by you in handling or dealing with the account.
7. Upon the minor reaching the age of eighteen (18), or other age stipulated in any applicable court order, you, as custodian, have the responsibility of transferring the money in the account to the minor or to the minor's estate and closing the account. We may refuse, at our sole discretion, to accept any additional deposits to the account after the minor reaches the age of eighteen (18) or other age stipulated in any applicable court order.

If you fail to transfer the money in the account to the minor or to the minor's estate within a reasonable time after the minor reaches the age of eighteen (18), or other age stipulated in any applicable court order, we may pay the funds on deposit in the account to the minor in accordance with the custodian's duty without waiting for instructions from the custodian. You agree to indemnify and hold us harmless for any failure to transfer the money in the account to the minor or the minor's estate upon the minor reaching the age of eighteen (18) or other age stipulated in an any applicable court order.

#### Limitations:

1. Only one custodian is allowed on the account.
2. Online banking is allowed.
3. ATM/Debit card may be issued in the name of the custodian.
4. Only Negotiable items (checks, traveler's checks, money orders, etc payable to the minor may be accepted for deposit.
5. All Negotiable items payable to the minor under UTMA must be deposited into the UTMA account; subsequent withdrawals may be made. Negotiable items payable to the custodian cannot be accepted into an UTMA account.
6. Membership type required for minors ages one (1) day to seven (7) years.
7. A Power of Attorney may not be accepted. The Custodian can resign or appoint another custodian.
8. Funds MAY NOT be released directly to the minor without the custodian's written consent.
9. There may be only one minor and one custodian on an account at any given time.
10. UTMA accounts may be established for any minor less than eighteen (18) years of age.
11. A Minor Joint Tenancy or Minor Account cannot be opened for minors younger than eight (8) years of age.

**Successor Custodian:** Our system does not support listing successor custodian, but if a successor custodian is named, the current custodian should indicate the name and identification number and identification type on the membership application below the signature section or provide the information in writing (must indicate membership number, membership vesting, date, current custodian's name and signature).

**Trust Accounts:** This type of account is established by a trustee in connection with a separate written trust document. In your capacity as a trustee, you may open an account to hold the funds of your trust and be named as trustee on our trust account application (membership

application). You acknowledge that the account is governed by the terms and conditions in this Agreement and by the terms and conditions set forth in the trust account application that you will be asked to sign when the account is opened.

A person named as a trustee on the trust account application has the same rights, responsibilities and liabilities as an owner of an account under this Agreement to open, change, add or close an account or service. Each trustee understands that any trustee acting alone may make changes to the account, transact on the account, and/or close the account, and that his or her signature on the trust account application, or continued use of an account or service, confirms his or her agreement to any later change, addition or closure of an account and/or service by any other trustee on the account. While any trustee may change, add to or close the account and/or a service acting alone, we may require all trustees to consent in writing to the addition or removal of any trustee to or from the account. All trustees agree that we have no duty to notify the trustees of the account of any transaction, change, addition to or closure of an account or service by any trustee acting alone.

We may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account. We are not required to know, understand, interpret, or enforce the terms of your written trust document.

**Representative Payee Accounts:** If you open an account as a "representative payee" for someone who receives Social Security payments or other federal benefits, you agree not to permit any deposits to the account other than the designated payments; you agree that you will not commingle your funds and the beneficiary's funds. We are not required to monitor account activity and determine whether you deposit other funds or whether any withdrawals or transfers from the account are for the support of the person for whose benefit the funds are paid. This person is called the beneficiary. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the account. If the Social Security Administration or other federal agency demands that we return deposits made on or after the beneficiary's death and the account does not have enough funds to pay the demand, we may take the funds from any other share account you or the beneficiary owns.

**Other Fiduciary Accounts -** Accounts may be opened, converted or maintained by a person acting in a fiduciary capacity. A fiduciary is not an owner of an account, but is someone who is appointed to act on behalf of and for the benefit of another. A fiduciary account may be established and maintained by a person or persons named as a trustee under a written trust agreement or as an executor, administrator, conservator, or guardian under court orders. We reserve the right to require any documents we determine to be reasonable under the circumstances to evidence that the person claiming to be a fiduciary is legally authorized to open and use the account, including withdrawing the funds. We do not have to permit any withdrawal from the account until we receive all requested documents. Funds in a fiduciary account may not be pledged as security for any loan.

Unless prohibited by law, we may refuse, with or without cause, to establish a fiduciary account.

You acknowledge and understand that we have no duty to and will not monitor the activities of the fiduciary(ies), and agree that we will not be held responsible for any breach of fiduciary duty.

**California Coogan Trust Account:** This account type is required by law for all unemancipated minors providing artistic or creative services, such as an actor, actress, dancer, musician, comedian, singer, stunt-person, voice-over artist, other performer or entertainer, etc. This law requires that 15% of the earnings of an unemancipated minor rendering artistic or creative services be transferred to a set aside trust. This account type may be established with or without a court order.

With a court order: Some Coogan accounts are established per court order; the order will approve the contract and appoint a trustee. The



trustee will normally be the parent or guardian. A copy of the court order must be provided to the Credit Union by the trustee or employer. If created by the court, the trust will continue to be monitored and controlled by the court. If a court order is presented, it must be reviewed to ensure that the account is established and maintained as per the order, for example, withdrawals only shall be permitted as per the order.

Without a court order: The account must be established by one parent or legal guardian. Withdrawals are not allowed, unless the following occurs:

- Account is being closed upon the minor reaching the age of 18.
- Account is being closed and funds are taken to another institution.

**Estate Account:** An account is converted to an estate when an account existing member has died. A court will appoint an executor or administrator to control and disburse the decedent's estate.

An Employee Identification Number (EIN) is assigned to the estate; therefore, an existing membership/share must be closed and transferred to a new estate membership with the estate tax identification number. Earned interest will be reported to the estate, which is listed as the primary owner of the membership.

**Conservator or Guardian:** This account type is established when a person is legally appointed by a court to manage the financial affairs of another person (an inactive account owner). The court will issue legal documents specifying various court instructions regarding the conservator's or guardian's authority and if additional court orders are required for withdrawals or changes. A Conservatorship or Guardianship may only be established if the ward/minor is an existing member.

## STOP PAYMENTS

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

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

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

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

## TELEPHONE TRANSFERS

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the

same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

## AMENDMENTS AND TERMINATION

We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Only a joint tenant that is a member can close an account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

## NOTICES

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

## STATEMENTS

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

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

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

**Your duty to report other errors or problems:** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or

an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks:** For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received:** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

## ACCOUNT TRANSFER

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

## DIRECT DEPOSITS

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

## TEMPORARY ACCOUNT AGREEMENT

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

## RIGHT TO REPAYMENT OF INDEBTEDNESS

You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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

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

## AUTHORIZED SIGNER

### (Individual Accounts only)

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

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

## RESTRICTIVE LEGENDS OR INDORSEMENTS

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

## FACSIMILE SIGNATURES

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

## PLEDGES

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

## CHECK PROCESSING

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that



the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

## ACCOUNT SECURITY

**Duty to protect account information and methods of access:** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

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

**Positive pay and other fraud prevention services:** Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

## TELEPHONIC INSTRUCTIONS

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

## MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS

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

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your

account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

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

## CLAIM OF LOSS

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

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

## EARLY WITHDRAWAL PENALTIES

(and involuntary withdrawals)

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

## ADDRESS OR NAME CHANGES

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

## RESOLVING ACCOUNT DISPUTES

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

## WAIVER OF NOTICES

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

## ACH AND WIRE TRANSFERS

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

## RESTRICTING YOUR ACCOUNT

**Disputes Regarding Your Account:** If we receive conflicting instructions or a dispute arises between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to joint owners, payees, trust account beneficiaries, or a payable-on-death account, we may take any action described in the next section or we may place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability to you and without advance notice.

**Restricting Your Account; Blocking or Delaying Transactions:** There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending

investigation, including in one or more of the following circumstances:

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

We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.

## CLOSING YOUR ACCOUNT

Either you or we may close any or all of your account(s) at any time for any reason. If you would like to close any of your accounts with us, you may call us at (800) 421-7111, visit us in person at a branch, or mail a written and signed notice to SkyOne Federal Credit Union at P.O. Box 5003, Hawthorne, CA 90251- 9801. We are not required to close your account at your request if you have any pending transactions, the account is overdrawn or your account is subject to legal process (such as a garnishment, attachment, levy or similar order). In those cases, we will restrict your account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. Please refer to *Member Conduct and Limitation of Services Disclosure* of this Agreement, for additional information regarding when we may restrict your account and limit your access to member services. After we restrict your account in preparation for closing it, dividends will not be paid, unless this is at the end of month/quarter as outlined in the Truth and Savings Disclosure.

If we close your account, we may send the collected balance on deposit in your account, less any fees, claims, set-offs or other amounts, by regular mail to your most recent address shown in our records. After your account is closed, we have no obligation to accept deposits, pay any outstanding checks, accept any ACH transactions or honor your request to re-open it at a later time. We will not be liable for refusing to honor any check or ACH drawn on a closed account. We have the right to inform consumer reporting agencies if we close any of your accounts for misuse, such as excessive overdrafts or account abuse.

We may require you to close your membership or a specific share account and apply for a new account if: (1) there is a change in owners or authorized signers (e.g. deceased owners or signers); (2) you have reported fraud or forgery in connection with any of your accounts; (3) there is a dispute as to the ownership of the funds in your account; (4) any checks are lost or stolen; or (5) we deem it necessary in order to prevent a loss to us.

## MEMBER CONDUCT AND LIMITATION SERVICES DISCLOSURE

**General Provisions:** The privilege of SkyOne Federal Credit Union services available to members must be reserved for members who are in "good standing." The purpose of this policy is to: (1) protect the Credit Union's employees, volunteers and members from abusive members; (2) protect the Credit Union from fraudulent activity; and (3) safeguard members' assets. To this end, this policy addresses standards of member conduct in order to assure the rights and protection of the Credit Union's

employees, volunteers and members. This policy also defines what constitutes a “monetary loss” which may also serve as a basis for limiting member services.

The Credit Union’s good reputation is due in large part to the loyalty, commitment and continued efforts of its employees, volunteers and members. The Credit Union is committed to treating its employees, volunteers and members with respect and is committed to maintaining a work place free from unacceptable conduct from any source.

In the event that you are deemed by the Executive Management of this Credit Union to be a member not in good standing, the Credit Union is authorized to limit your access to member services. You will be notified in writing by mail, or electronically if you have consented to electronic notices, of any limitation of services under this disclosure, unless we have concerns regarding suspected or ongoing fraud. Even if your access to member services is limited, you will still have the right to maintain a primary share account and the right to vote at annual meetings, and such rights remain unless a member is expelled in accordance with our bylaws.

This policy applies to any member, joint owner, agent, or fiduciary not in good standing who seeks member services, whether directly or indirectly through a Credit Union account. This policy also applies to any person, including but not limited to any joint account owner, who has access to Credit Union services directly or indirectly through you.

#### **What does it mean to be deemed a member “not in good standing”?**

You will be deemed to be a member “not in good standing” with this Credit Union if:

- You fail to comply with the terms and conditions of any lawful obligation with this Credit Union and as a result, the Credit Union suffers a “monetary loss” (defined below) or the Credit Union may potentially suffer a loss;
- You have a loan account with us that is delinquent thirty-one (31) days or more;
- You have a deposit account with us that is overdrawn thirty-one (31) days or more;
- You manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union’s membership; or
- You engage in “abusive behavior” (defined below) or otherwise injure any person or damage any property (or threaten to injure any person or damage any property) while on Credit Union premises, at any Credit Union function, or while on the premises of any Credit Union Service Centers Network.

The determination of whether you are in “good standing” with this Credit Union will be made at the sole discretion of the Executive Management of this Credit Union. This policy also extends to member conduct at any Credit Union Service Centers Network or any other shared-branching network facility or ATM.

#### **Definitions:**

- “Member services” means any products or services provided by the Credit Union or otherwise made available to Credit Union members, which services include, but are not limited to: loans, deposit accounts, ATM services, all services available through online banking, mobile banking, and other electronic fund transfer services.
- A “monetary loss” to the Credit Union occurs when the Credit Union writes off as uncollectible any monies which you owe, for whatever reason, to the Credit Union.
- For loans, a monetary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the monetary loss does not include interest and expenses.
- For deposit accounts, a monetary loss is defined as the negative balance in the deposit account written off as uncollectible.

- “Abusive behavior” includes, but is not limited to, any of the following conduct:
- Any threats of or actual bodily harm, property damage, illegal activity or harassment of any kind or nature against a Credit Union employee, volunteer or member;
- Use of profane, vulgar, intimidating or threatening language directed toward a Credit Union employee, volunteer or member;
- Attempts to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time;
- Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other Credit Union employees, volunteers or members;
- Conducting or attempting to conduct or engage in any fraudulent or deceptive activity of any kind involving Credit Union employees or Credit Union services;
- Any other act which endangers the safety, health or well-being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

This list is non-exhaustive and is used only as an example of types of behavior that may be viewed as “abusive” by the Credit Union.

**Policy:** You acknowledge and agree that the availability of member services for members who are not in good standing with this Credit Union will be restricted. Any one or all of the following actions may be imposed against a member who is deemed to be “not in good standing”:

- We may deny you all services other than the right to maintain a non-dividend bearing share account and the right to vote at annual and special meetings.
- We may preclude you from having any personal contact with Credit Union employees or volunteers such that Credit Union services may be made available only through written communication through the U.S. mail, ATM, online banking, mobile banking, telephone banking, automated telephone banking, or other remote access device designated by Credit Union Executive Management.
- We may preclude you from having access to any Credit Union premises.
- We may preclude you from having access to any Credit Union Service Centers Network or any other shared-branching network and we may revoke any shared branching privileges.
- We may limit or deny you access to electronic banking services, which include, but are not limited to, ATM/debit card usage, online banking, mobile banking, and telephone banking.

In addition to the above, we may take any other action deemed appropriate under the circumstances that is not precluded by the Federal Credit Union Act, NCUA Rules and Regulations, the Credit Union’s Bylaws or other applicable federal or state law.

You acknowledge and agree that any threats of bodily harm or any other illegal activity against any Credit Union employee, volunteer or other member will be reported to appropriate federal, state and/or local authorities.

In the case of repeated abusive behavior or an extremely abusive incident, you acknowledge and agree that you may be subject to expulsion from the Credit Union at a special meeting of the members or at the next annual meeting of the membership.

These limitations will not prohibit you from exercising your rights under federal or state law or regulation.

## **SHARED BRANCHING**

**Shared Branching:** Sky One Federal Credit Union is part of a network

called "shared branching." Through our partnership with other credit unions, you may conduct specific transactions at participating CO-OP Shared Branches or kiosks just as if you were in a Sky One Federal Credit Union branch. All transactions conducted at a CO-OP Shared Branching location are subject to CO-OP's operating procedures, policies, and fees, which have been previously provided to you can be found at [www.skyone.org/fee-schedule](http://www.skyone.org/fee-schedule). Transactions at CO-OP Shared Branching locations are subject to this Agreement and are subject to host credit union verification and check hold disclosure.

**Shared Branch Requirements:** When you visit a CO-OP Shared Branch, you must provide the following:

- The name of your Credit Union: Sky One Federal Credit Union
- Your Sky One account number
- Valid identification
- State-issued driver's license or identification card (temporary extensions are not accepted)
- U.S. Passport
- A valid government-issued picture identification with signature
- U.S. Armed Force Identification Card or the new Smart Identification card without signature
- Resident Alien Card issued by the INS

**Available Services:**

- Deposits
- Check cashing
- Loan payments
- Withdrawals
- Account transfers
- Loan advances
- Loan payments
- Statement print/Recent history

**Note:** Not all services listed above are available at all CO-OP Shared Branch locations.

**Deposits:** All checks must be in U.S. dollars, payable through the U.S. Federal Reserve Bank and must be properly endorsed and must be payable to the account owners. For tax refund checks on jointly filed incomes made payable to two parties where only one party is the owner of the account require both payees to be present, endorse the check and present proper, valid identification. Shared Branch does not accept any check that is not payable to the account owners.

**Holds and Deposited Funds:** Funds deposited at a CO-OP Shared Branch may not be available for immediate withdrawal from your SkyOne Credit Union account. In addition, holds placed at a CO-OP Shared Branch may be extended by SkyOne Federal Credit Union if the availability of the funds cannot be verified. Please refer to our Funds Availability Disclosure at Part VI.

**Withdrawals:** Total withdrawals (cash and checks) cannot exceed \$10,000 per day. However, CO-OP Shared Branches may limit cash withdrawals to \$500 per day regardless of our limits.

**Stop Payments:** CO-OP Shared Branches CANNOT accept a stop payment request for a check written on your SkyOne Federal Credit Union checking account. You must contact us at (800) 421-7111 to request a stop payment or you may request a stop payment through our online banking system at [www.skyone.org](http://www.skyone.org).

To place a stop payment on a cashier's check, money order or official check you obtained from a CO-OP Shared Branch location, you must

contact the CO-OP Shared Branch location where you obtained the check. There may be a waiting period not to exceed ninety (90) days before funds can be credited back to your account. You may be required to complete an indemnity agreement and fees may apply.

**Visa, Line of Credit or HELOC Advances:** Visa, Line of Credit or HELOC Loan Advances may be made by cash or check, however, the cash withdrawal limit may be set at \$500 per day or by your Line of Credit limit set by SkyOne Federal Credit Union, whichever is less. Maximum cash or check advance is \$10,000 per day. Visa cash advances may be processed on your Visa credit card account if the service is available.

**Transfers between Sky One Federal Credit Union Accounts or Credit Union to Credit Union Accounts:** Transfers can be processed between your SkyOne Federal Credit Union accounts into different Shared Branch credit union accounts as long as you are an owner on both accounts. The transfers will be processed as a deposit/payment or as a withdrawal/loan advance. Transfers cannot exceed \$10,000.00 per day.

**Shared Branch Access:** SkyOne Federal Credit Union reserves the right to limit or revoke access to the Shared Branch Services, at any time, for any reason, with or without prior notice. Shared Branching is not a right of the member or an obligation of SkyOne Federal Credit Union. A Shared Branch may reserve the right to limit or refuse services at any time without prior notice. Failure to comply with Shared Branch rules or conduct may result in either the restriction of services or termination of services at a designated Shared Branch location. Please refer to Part VIII, Member Conduct and Limitation of Services Disclosure, for additional information regarding limiting your access to member services.

**Fee Schedule:** Refer to the Shared Branches schedule of fees located at all CO-OP Shared Branches. We may assess additional fees in addition to any shared branch fees, as applicable. Refer to our Schedule of Service Charges.

**Inquiries:** If you have questions regarding your account or transactions that were performed through the CO-OP Shared Branches network, contact SkyOne Federal Credit Union directly at (800) 421-7111 or via email at [memberservice@SkyOne.org](mailto:memberservice@SkyOne.org).

## OTHER LEGAL TERMS

**Electronic Records:** You acknowledge and agree that we may, at our option, create and retain electronic copies of original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned and stored images of records will have the same effect as the original records.

**Financial Abuse of Elders or Dependent Care Adults:** You understand that we may be required by law to report cases of actual or suspected financial abuse of elders or dependent care adults to the appropriate authorities. If we suspect such financial abuse, you understand and agree that we may report the cases to the appropriate authorities. In addition, we have the right to restrict access to the account, refuse to complete transactions on the account, or to take any other action that we deem appropriate under the circumstances.

You agree to indemnify, defend, and hold us harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, and outside services fees) which we incur arising out of or relating to this section of this Agreement.

**Social Media:** You understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources, and if you do, you understand and agree that there is no claim of privacy or privilege regarding information you share or information discernible from such use or sharing, and the use of such information by us does not violate your privacy or other rights.

**Illegal Activities:** You agree not to use any of your accounts with us to engage in any transaction that would constitute a crime under local, state or federal law, or in any illegal activity, including without limitation any "racketeering activity" as defined in 18 U.S.C. § 1961. If you use any of your accounts directly or indirectly in an unlawful manner, you understand that we may exercise any rights available to us, including, but not limited to, limiting your access to member services and/or closing your accounts with the Credit Union.

Please refer to Part VIII, Member Conduct and Limitation of Services Disclosure, for additional information regarding limiting your access to member services.

**Assignment of Agreement** - This Agreement will be binding on your beneficiaries, agents, personal representative, executors, administrators and successors, and on our successors and assigns. You may not assign, transfer or grant a security interest in your account to anyone other than us without our written consent. No assignment will be valid or binding on us.

**Severability** - If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**Permitted Time for Filing a Lawsuit** - You must file any lawsuit or arbitration against us within one (1) year after the cause of action arises. This limit is in addition to limits on notice as a condition to making a claim.

**Your Agreement to Indemnify Us** - You agree to indemnify, defend, and hold us harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Agreement or as a result of your failure to abide by its terms.

## LIMITATION OF OUR LIABILITY

**YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES. IF WE FAIL TO (1) STOP PAYMENT ON AN ITEM; OR (2) PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION; OR (3) EXERCISE ORDINARY CARE IN HANDLING AN ITEM, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

## TRUTH-IN-SAVINGS DISCLOSURE

### DIVIDEND INFORMATION

**Payment of Dividends:** The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, the Federal Credit Union Act, and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The dividend rate and APY may change at any time, as determined by the Credit Union's Board of Directors. Current rate information and minimum balance requirements to open and earn the APY are stated on the Savings Rate Sheet accompanying this Agreement. You may also obtain current rate information by calling the Credit Union at (800) 421-7111 or visiting our website at [www.skyone.org](http://www.skyone.org).

**Compounding and Crediting:** For all dividend-bearing accounts (except Certificate or IRA Accounts), dividends will be compounded and credited monthly. For this account type, the dividend period is monthly. For

example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example is January 31. If you close your account before dividends are credited, you will not receive the accrued dividends through the day the account was closed.

**Balance Computation Method:** For all dividend-bearing accounts (except Certificate or IRA Accounts), dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is a monthly dividend period.

**Accrual of Dividends on Non-Cash Deposits:** Dividends will begin to accrue on the effective business day you deposit non-cash items (e.g., checks) to your account if deposited before the close of business.

### REGULAR SAVINGS ACCOUNT

Our Regular Savings Account is our primary savings account which is required to be established by every member.

**Rate Information:** The dividend rate and APY may change at any time, as determined by the Credit Union's Board of Directors.

**Minimum balance requirements:** The minimum balance required to open this account is \$5.00.

You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.

This account offers a tiered dividend rate. Please refer to our separate rate sheet for tiers.

**Fees and charges:** Please refer to the Schedule of Service Charges at [www.SkyOne.org/fees](http://www.SkyOne.org/fees) for additional information about charges.

### ADVANTAGE CHECKING ACCOUNT

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

**Compounding and crediting:** Dividends will be compounded every month. Dividends will be credited to your account every month.

**Minimum balance requirements:** The minimum balance required to open this account is \$20.00.

You must maintain a minimum average daily balance of \$2,500.00 in your account to obtain the disclosed annual percentage yield for the first tier.

This account offers a tiered dividend rate. Please refer to our separate rate sheet for tiers.

**Transaction limitations:** No transaction limitations apply to this account.

**Fees and charges:** Please refer to the Schedule of Service Charges at [www.SkyOne.org/fees](http://www.SkyOne.org/fees) for additional information about charges.

**Electronic Services:** Upon approval of a member's request for a Checking Account, the Credit Union will automatically send the member and joint owner(s) a SkyOne ATM/VISA® Check Card and will set up Telephone Banking and Online Banking access.

### SECONDARY SAVINGS ACCOUNT

**Rate Information:** The dividend rate and APY may be subject to change at any time, as determined by the Credit Union's Board of Directors.



**Minimum balance requirements:** The minimum balance required to open this account is \$5.00.

You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.

This account offers a tiered dividend rate. Please refer to our separate rate sheet for tiers.

**Fees and charges:** Please refer to the Schedule of Service Charges at [www.SkyOne.org/fees](http://www.SkyOne.org/fees) for additional information about charges.

## SKY-HIGH SAVINGS ACCOUNT

**Rate information:** The dividend rate and Annual Percentage Yield (APY) may change at any time, as determined by the credit union board of directors.

**Minimum balance:** The minimum balance required to open this account is \$1.00. Dividends will be paid to the Sky-High Savings Account at the disclosed rate and APY provided a deposit of \$1,000 or more is posted to your account each month. The deposit can be posted to any share account (suffix) within the same account to obtain the disclosed APY. During the month, if there is no deposit of \$1,000 or more credited to the account, the dividend rate and APY will default to the Regular Savings Account APR and APY disclosed on the current rate sheet.

**Fees and charges:** Please refer to our Schedule of Service Charges at [www.SkyOne.org/fees](http://www.SkyOne.org/fees) for additional information about charges.

## RETIREMENT AND COVERDELL ESA ACCOUNTS

**General:** All funds in Individual Retirement Accounts ("IRAs") and Coverdell Education Savings Accounts ("Coverdell ESA") are linked to either savings accounts or certificates, and dividend accumulation and compounding is calculated as they would be for the corresponding savings and certificate account product. The tax laws which govern withdrawals from IRA and Coverdell ESA accounts have no connection with certificate penalties. We offer Traditional and Roth IRAs, and Coverdell ESA accounts. These account types are subject to the applicable terms and conditions of this Agreement, as well as the terms and conditions set forth in the IRA or Coverdell ESA disclosures we provide to you when you establish the account with us, and applicable federal tax laws. We cannot and will not advise you on any legal and/or tax related matters nor can we advise you as to whether or not you are qualified to participate in the plan. We cannot and will not advise you on the minimum or maximum dollar amounts that may or must be contributed or withdrawn to or from an IRA or Coverdell ESA.

### IRA and Coverdell Educational Savings Account:

1. **Rate Information.** The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union's Board of Directors.
2. **Minimum Balance Requirements.** The minimum balance required to open this account is \$5.00. You must maintain a minimum average daily balance of \$500.00 in your account to obtain the disclosed APY.
3. **Transaction Limitations.** You may not make any withdrawals or preauthorized transfers, automatic transfers, telephone transfers, or transfers to another Credit Union account or a third party out of your IRA Savings Account.

**IRA Re-characterizations/Conversions:** Based on the applicable certificate term and amount, a penalty will not be assessed if you request to convert or re-characterize a certificate Traditional IRA to or from a Roth IRA during the certificate term, prior to the maturity date.

## MONEY MARKET ACCOUNTS

**Rate Information:** The dividend rate and APY may be subject to change at any time, as determined by the Credit Union's Board of Directors.

**Minimum balance requirements:** The minimum balance required to open this account is \$2,500.00.

You must maintain a minimum average daily balance of \$2,500.00 in your account to obtain the disclosed annual percentage yield.

This account offers a tiered dividend rate. Please refer to our separate rate sheet for tiers.

**Fees and charges:** Please refer to the Schedule of Service Charges at [www.SkyOne.org/fees](http://www.SkyOne.org/fees) for additional information about charges.

## CERTIFICATE ACCOUNTS

**Rate Information:** Certificate dividend rates and APY may change at any time, as determined by the Credit Union's Board of Directors. When opening a Certificate account, the dividend rate at the time of opening will be paid until the certificate matures.

**Compounding and Crediting:** Dividends will be compounded and credited quarterly and at maturity. Alternatively, you may choose to have dividends paid monthly to your Certificate, but they must be automatically transferred to a savings or checking account every month rather than credited to your Certificate account. If you so elect, your APY will never exceed the Dividend Rate due to monthly posting and transferring.

**Minimum Balance Requirements:** The minimum balance required to open this account is \$1,000.00.

**Term and Maturity Date:** The term is the number months you agree to leave your money in the account. Refer to current rate sheet for available terms. The maturity date is the last day of your Certificate's term. The grace period is the seven (7) days after the maturity date. On the maturity date or during the grace period, you can change the term of your Certificate account, make additional deposits (for non-retirement Certificates only), or withdraw your Certificate principal without paying an early withdrawal penalty. Refer to the current rate sheet for the certificate terms offered.

**Balance Computation Method:** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Transaction Limitations:** Once your Certificate Account is established, you may not make deposits into the account until the Maturity Date.

If your certificate term is twenty-four (24) months or longer and our Certificate rates increase at any time during the original term of your Certificate, you may request a one-time bump-up rate for the remainder of the original term. You can notify us by: (1) calling us toll-free at (800) 421-7111; (2) visiting any branch and speaking with a Member Service Representative; (3) emailing us at [memberservice@skyone.org](mailto:memberservice@skyone.org) or (4) mailing a written notice to our address at 14600 Aviation Blvd., Hawthorne, CA 90250. Rates will not be retroactive.

All withdrawals of principal before the maturity date are subject to early withdrawal penalties, except during the grace period as described above.

**Penalties:** Your Certificate account will mature on the maturity date set forth in the Certificate Maturity Notice. If a withdrawal of principal is made prior to the maturity date, we will terminate the Certificate account and impose a penalty as provided below. Penalties are calculated on the full amount of the Certificate. Penalties may reduce your initial investment and lower your principal balance.

- If the term of the Certificate is six (6) months to one (1) year, the penalty will equal ninety (90) days' dividends.
- If the term of the Certificate is greater than one (1) year, the penalty

will equal one hundred eighty (180) days' dividends.

Early withdrawal penalties will be waived in the following circumstances:

- Death or court-declared incompetence of an account owner.
- Withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.
- Minimum required IRA distribution.
- Any other legally permissible reason.

**Withdrawals of Dividends Prior to Maturity** - The Annual Percentage Yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal of dividends prior to maturity will reduce earnings.

**Renewal Policies** - Your Certificate account will automatically renew upon the maturity date and on the maturity date of any renewal term thereafter unless you prevent renewal by withdrawing all of the funds in your Certificate account at maturity or within a grace period of seven (7) calendar days after maturity. For example, for a Certificate account maturing on January 5, you will have until the close of the Credit Union's business day January 12 to withdraw the funds without penalty. If January 12 is not a Credit Union banking day, you will have until the close of the Credit Union's next business day to withdraw the funds without penalty. If the funds are not withdrawn, the Certificate account will be renewed for a term equal to or closest to that of the initial term and at the dividend rate and APY in effect at that time for such a term. If automatically renewed, all funds in the Certificate account as of the renewal date are considered to be principal. If the certificate is no longer offered at the time of renewal or the balance of your certificate is below the required minimum balance in the account at the time of renewal the funds will be transferred to your Primary Savings Account. You will be provided at least thirty (30) days' notice of maturity.

## COMMON FEATURES

**Bylaw requirements:** You must complete payment of one share in your Regular Savings account as a condition of admission to membership.

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

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

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

**Rate information:** The initial dividend rate and annual percentage yield (APY) are stated on the Schedule of Rates accompanying this Disclosure and Agreement.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you deposit noncash items (for example checks) in your account.

**Par value:** The par value of one share in the credit union is \$5.00. For all accounts, you must maintain one \$5.00 share in your Regular Savings account.

**Overdraft Protection:** In the case of non-sufficient funds in your checking account, overdraft protection allows for automatic transfers from the following designated accounts by your choice: Savings, Money Market, SkyOne Line of Credit, and/or VISA® Credit Card. Please refer to the Schedule of Service Charges for the Overdraft transfer fee.

**Overdraft Privilege:** Overdraft Privilege is not a line of credit. In the case of non-sufficient funds in your checking account and you've exhausted your Overdraft Protection (if applicable), Overdraft Privilege may cover an ACH, check, recurring debit transaction, bill payment, or teller withdrawal. With your consent Overdraft Privilege will cover non-recurring (one-time) debit card transactions and ATM withdrawals. An Overdraft Privilege fee will apply and will be due and payable on demand. Please refer to the Schedule of Service Charges for the Overdraft Privilege fee. Checking account balance must be brought back to a positive balance within 30 calendar days.

Overdraft Privilege will use any and all funds deposited into your checking account, including exempt funds such as Social Security, SSI, Veterans Benefits and/or pension payments, to offset any negative balances or fees in your account.

**Overdraft Privilege Eligibility:** Your checking account must be open for 30 days or more and be maintained in good standing, which means: no loans delinquent more than 30 days, no checking accounts with zero or negative balance more than 30 days, no charged off SkyOne loans or share accounts, no ChexSystems records, no bankruptcies, levies or garnishments, and no dormant (inactive) account status. Minor accounts (under 18 years of age) do not qualify for Overdraft Privilege. Your checking account balance cannot remain negative for more than 30 calendar days.

If you do not have direct deposit or if your monthly direct deposit is less than \$1,000, Overdraft Privilege may cover amounts up to a negative \$500 balance (exclusive of any Overdraft Privilege fees). If you have direct deposit of \$1,000 a month or more, Overdraft Privilege may cover amounts up to a negative \$1,000 balance (exclusive of any Overdraft Privilege fees) in your checking account.

**Overdraft Privilege Fees:** The maximum number of Overdraft Privilege fees that will be assessed to a member's account is three (3) per day. If a transaction(s) brings the balance negative \$10 or less, the item(s) will be paid and no Overdraft Privilege fee will apply.

**Categories of Transactions:** The categories of transactions for which an Overdraft Privilege may occur are check withdrawals, recurring debit card transactions, ACH, bill payment, or teller withdrawal. Non-recurring debit card transactions (both PIN and signature based) and ATM withdrawals may also be covered with member consent (see Extending Your Coverage below).

Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

**Order of Payment:** Transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed may impact the total amount of fees incurred.

**Circumstances Under Which We Would Not Pay:** The circumstances under which we would not pay an item that would overdraw your account are entirely within our discretion, and we reserve the right to not pay.

SkyOne will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by SkyOne is a discretionary courtesy and not a right of the member or an obligation of SkyOne.

WE ARE NOT OBLIGATED TO PAY ANY ITEM PRESENTED FOR PAYMENT IF YOUR ACCOUNT DOES NOT CONTAIN SUFFICIENT FUNDS. WE MAY REFUSE TO PAY ANY ITEM THROUGH OVERDRAFT PRIVILEGE FOR YOU AT ANY TIME, EVEN IF YOUR ACCOUNT IS IN GOOD STANDING AND EVEN IF WE HAVE PREVIOUSLY PAID THEM FOR YOU.

While SkyOne will have the discretion to pay overdrafts on accounts in

good standing (as described above), any such payment is a discretionary courtesy, and not a right of the member or an obligation of SkyOne and SkyOne in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

**Extending Your Coverage:** You must give your consent to extend Overdraft Privilege to cover non-recurring (one-time) debit card transactions (both PIN and signature based) and ATM withdrawal. To give your consent, you must contact SkyOne, complete the appropriate form on our website at SkyOne.org/extend. By giving SkyOne your consent, your non-recurring (one-time) debit card transaction and ATM withdrawals will be processed in accordance with this Overdraft Privilege policy and an Overdraft Privilege Fee will apply. If you do not extend your coverage, your non-recurring debit card transactions and ATM withdrawals will generally be declined.

**Canceling Your Coverage:** You may cancel Overdraft Privilege at any time by contacting SkyOne at 800.421.7111. By canceling Overdraft Privilege, your ATM withdrawal, debit card transaction, or teller withdrawal will be declined and your ACH, check, or bill payment will be returned unpaid and a Non-Sufficient Funds fee will apply if funds are not available. Please refer to the Schedule of Service Charges for the Non-Sufficient Funds fee.

**Periodic Statements:** We will send you a periodic statement for your accounts on a monthly basis. However, if you do not have a checking account or have had no electronic funds transfer activity in your savings account during the statement period, other than the payment of dividends, we may only send a periodic statement to you on a quarterly basis. A "statement period" means the period covered by your periodic statement. If you receive a periodic statement monthly, the monthly statement period is a calendar month (e.g., March 1 through March 31). The specific dates covered by your periodic statement will be detailed on your statement.

**Account-Related Information:** Except as expressly provided otherwise in this Agreement, we will mail or send electronically to you, your periodic statements, notices and other information regarding your account (collectively "account-related information") to the postal or electronic address of the primary account owner or designated agent (e.g. power of attorney, trustee, court appointed guardian), as reflected in our records for your account. We will send account-related information only to one account owner, even if the account has more than one owner or designated agent. Mailed account-related information will be sent via standard U.S. mail, and will be deemed to have been delivered the second business day following the day it was mailed. Account-related information made available electronically will be deemed to have been delivered when we make it available to you. If two or more account-related information documents are returned, or, in the case of online statement email notifications the email notice is returned undeliverable, we may classify your account as "inactive." This means we may discontinue sending and may destroy account-related information sent to you until you provide a valid postal or electronic address to us.

Any written notice you send to us is effective when it is actually received by us. Any account-related information we send to you is effective on the date we deposit such account-related information in the U.S. Mail, and addressed to you at your statement mailing address, or, if you have agreed to receive account-related information from us in an electronic format, any account-related information we give to you is effective on the date we make it available to you in electronic format. Account-related information sent to any one account owner or designated agent is considered sent to all owners of the account.

## YOUR ABILITY TO WITHDRAW FUNDS

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

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

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

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

### DEPOSITS AT AUTOMATED TELLER MACHINES

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

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

If you make a deposit at an ATM before 3:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### LONGER DELAYS MAY APPLY

**Case-by-case delays:** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of

your deposit. The first \$225 of your deposits, however, will be available on the first business day.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$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 computer or communications equipment.

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

#### **SPECIAL RULES FOR NEW ACCOUNTS**

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

Funds from electronic direct deposits to your account will generally be available on the same business 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, and federal, state and local government checks will generally be available on the same day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh (7th) business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

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This Section applies to fund transfers as defined in the Electronic Funds Transfer Act and Regulation E. To the extent that the terms contained in this Section are different than those in any other agreement or terms of account, this Section shall control and be deemed to modify such other agreements or terms of account.

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

Your acceptance, signature, retention or use of (or by authorizing

another person to sign or use) the ATM/VISA® Check Card, Personal Identification Number (PIN), or Online Banking Password constitutes an agreement between us and you as described below.

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

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

#### **SKYONE ATM/VISA® CHECK CARD TRANSACTIONS**

As a condition of opening certain checking accounts, you agree that we may automatically issue you a debit card. However, you are not required to activate the debit card to keep your checking account open. You understand that a debit card is not a credit card and does not provide "credit" which means that you may not defer payment of debit card transactions. If you are issued an ATM card, it can be linked to a savings account. You can use your debit card or ATM card as follows:

##### **Participating Network Transactions:**

- Deposit cash or checks to your savings or checking accounts
- Withdraw cash from your savings and checking accounts
- Balance inquiries on your savings and checking accounts

##### **ATM Transactions at SkyOne Federal Credit Union Proprietary ATMs (those owned and operated by SkyOne Federal Credit Union):**

- Deposit cash or checks to your savings or checking accounts
- Withdraw cash from your savings or checking accounts
- Transfer funds between your savings and checking accounts
- Check your balances on your savings and checking accounts
- Take advances on your personal line of credit account

Some of these services may not be available at all SkyOne ATMs. Also, ATM services may be limited on certain ATMs which we do not own (non-proprietary), such as, for example, withdrawal limits.

**You can use your debit card:**

#### At participating merchants to:

- Purchase goods and services at places that accept Visa debit cards. Purchases are debited from your checking account. If you have arranged with a merchant to make recurring payments, you must notify the merchant if your debit card number or expiration date has changed or your debit card is closed.
- Withdraw cash while making a purchase using your PIN if the merchant permits the cash-back option.
- Your ATM card can also be used for point-of-sale transactions at merchants to similarly make purchases and withdraw cash from your savings account, provided you use your PIN to initiate all such ATM card transactions.

#### At participating financial institutions to:

- Withdraw funds at a teller. Withdrawals are debited from your checking account. Some of these services may not be available at all terminals.

#### LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT OF TRANSACTIONS

Provided you have available funds in your account(s), you may withdraw up to a maximum of \$500.00 in cash from your savings or checking accounts by use of an ATM within a twenty-four (24) hour period. The minimum cash transaction is \$20.00. Some terminals may have lesser limits.

You agree to follow the instructions posted or displayed or given at an ATM.

**Types of ATM/VISA® Check Card Point-of-Sale Transactions:** You may access your checking, savings, or Line of Credit account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions: dollar limitations:** Using your card:

- you may not exceed \$2,500.00 in transactions per day

Some merchants or terminals may have lesser limits.

**Currency Conversion:** When you use your ATM/VISA® Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the 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. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

SkyOne Federal Credit Union will begin charging an International Service Assessment (ISA) fee for ATM, Debit and Credit Card usage for transactions settled outside the United States of America. The fee will be 0.80% of the transaction amount for single currency transactions that do not require a currency conversion, and 1.00% of the transaction amount for multi-currency transactions that require a currency conversion.

**Note that the ISA Fee applies to transactions even if they are initiated here in the United States, if processed by a merchant outside of the United States, such as Internet transactions you initiate while here in the United States, but that are processed outside of the United States by the merchant.**

**Advisory Against Illegal Use:** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo

by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

For security reasons, there may be limits on the number of those transactions that may be authorized.

ATM services are available for your convenience 24 hours a day, seven days a week, with minor interruptions for end-of-day processing. Point of Sale transactions are available during merchants' business hours.

**Renewal of ATM/VISA® Check Card:** For your protection, your ATM/VISA® Check Card is issued with an expiration date. If your account is active and in good standing, upon expiration of your ATM/VISA® Check Card, we may issue you a renewal card. We will not issue a renewal card if your account is not in good standing, if there has been no ATM or VISA® Check Card activity on your account, or if your VISA® Check Card has not been activated prior to expiration of the card.

#### ADDITIONAL DISCLOSURES APPLICABLE TO VISA® CHECK CARD WHEN USED AS A POINT OF SALE DEVICE:

By use of your VISA® Check Card with your PIN or sometimes just your VISA® Check Card or VISA® Check Card number at a participating Point of Sale terminal, you authorize us to make withdrawals from your Checking Account for cash or to pay for goods and services. When you do so, you use your VISA® Check Card as a debit card and your VISA® Check Card works much like a check you write on your account. Your VISA® Check Card is not serving as a credit card, which means you may not defer payments of VISA® Check Card transactions. When you use the VISA® Check Card, you must follow the procedures established by the merchant or financial institution. You may be asked to sign a sales slip, withdrawal slip, or other document or just provide your VISA® Check Card number. Some merchants may impose a fee for a VISA® Check Card transaction. We are not liable if a merchant or financial institution does not accept your VISA® Check Card or VISA® Check Card number.

We may debit or place a hold on your Checking Account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier.

If a merchant or other financial institution requests an authorization for a transaction you want to conduct, we may place a hold on your Checking Account for the amount authorized. As a result, you will not have access to the funds on hold, other than for the transaction authorized, until the hold expires (up to three (3) business days from the date of the transaction).

You may not stop payment on a VISA® Check Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If a merchant misrepresents the quality, price, or warranty of goods or services in which you paid with your Card, you indemnify us for all damages and liability which results from the misrepresentation. If you breach or don't fulfill any of the terms of this agreement, you also indemnify us for all resulting damages and liability.

**TELEPHONE AND ONLINE BANKING:** For telephone transactions you may access your account by telephone 24 hours a day at 1-800-523-9164 using your PIN, a touch tone phone, and your account numbers. For Online Banking computer transactions using your computer equipped with a modem, communication software and an Internet service provider, you may access your account(s) by computer by using your Account Number and Online Banking Password, through the Credit Union website [www.skyone.org](http://www.skyone.org), to:

- get information about:
  - » the account balance of checking accounts
  - » recent checking account history
  - » the account balance of savings accounts

- » recent savings account history
- » obtain balances and account history of loans, certificates, Individual Retirement Accounts, Club or Money Market account(s)
- withdraw funds to have a check mailed to you
- transfer funds between checking, savings, Club and Money Market account(s)
- transfer funds from VISA® to checking, savings, Club, or Money Market account(s)
- transfer funds from line of credit to checking, savings, Club or Money Market account(s)
- all funds transferred from a loan account will be subject to the applicable loan agreement for accessing proceeds and secured by any security agreement for accessing your loan proceeds
- transfers to Individual Retirement Accounts are not available
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- make payments from Club or Money Market account(s) to loan accounts with us
- You may transfer/make a payment/make a withdrawal for no more than \$9,999.99 per transfer/payment/withdrawal

You cannot place a stop payment order on or amend or cancel a transfer initiated through or Online Banking once it has been received by us.

**Cross Account Transfer:** All members who request to transfer funds from one account to another account number using Telephone or Online Banking must complete a Cross Account Transfer authorization form. Member must be on both accounts. If a Cross Account Transfer authorization form has already been completed to transfer funds from one account to another account number using (Telephone Banking system), all designated accounts set up on Telephone Banking will be accessible through Online Banking.

**A Bill Payment Service is available:** Please refer to our schedule of service charges for the amount we will charge and other fees associated with the Bill Payment Service.

**Other Terms & Conditions Applicable to Telephone and Online Banking:** We may occasionally introduce new services to enhance the existing program, and we may limit services or transactions available in these programs, from time to time, at our discretion and without prior notice. We may change or modify services, from time to time, at our discretion. We shall notify you of any new services or changes to existing services and by utilizing these services, you agree to be bound by the obligations and conditions concerning these services. In addition to the terms set forth in this Agreement, you agree to be bound by all the terms and conditions of any separate instructions that you may be provided with in conjunction with these services and any and all applicable state and federal laws and regulations.

We reserve the right to terminate your use of the Telephone Banking or Online Banking service, in whole or part, at any time without prior notice.

This Agreement, any separate instructions, and the applicable fees and charges may be amended by us in the future. In the event of amendment, we shall send notice to you either by mail to your last known address or transmit such notice of the amendment over the Online Banking service. Your use of the Online Banking or Telephone Banking service following the receipt of such notice constitutes acceptance of such amendment.

**Governing Documents:** Your use of Telephone Banking and Online Banking is governed by this Disclosure and Agreement and any application you sign for these services and any other agreements you have with us concerning the transaction you are conducting such as a credit card, loan or line of credit agreement. These other agreements are

not changed by you using or Online Banking.

**Bill Payment:** You may be asked to designate one of your accounts as a payment account for selected services such as a bill payment service. Additional terms and conditions may be provided to you (electronically via our web site and on paper if requested) in connection with a bill payment service. If you close the payment account, your ability to use the bill payment service will be suspended until you notify us of your new payment account. If you select a joint account as the bill payment account, all joint owners will share the same payee list and any joint owner may select a payee to receive payment from the account. An account that requires two or more signers may not be designated a payment account. Any account owner may cancel the bill payment service and we are not required to notify the other account owners of the cancellation of bill payment services.

**Member Access and Responsibility:** When you instruct us through Telephone Banking or Online Banking to transfer funds between your accounts or pay a bill from one of your accounts, you authorize us to transfer or withdraw the necessary funds from the account you designate. You agree not to instruct us to transfer funds or pay a bill from an account which has insufficient funds to complete the transaction and we may not complete the transaction unless there are available funds in the designated account.

We are entitled to act on any instructions received under the Password we have on file for you.

You agree to protect the secrecy of your Password and account data accessed via Telephone and Online Banking and we have no responsibility if you disclose same. You also agree to limit distribution of this information to only those authorized by you to access Telephone or Online Banking. You must notify us immediately if you believe any of your accounts have been accessed or your Password has been used without your permission to access your accounts. For security purposes, we recommend that you memorize your Password and not write it down. You should change your Password regularly.

You are responsible for all transfers and withdrawals you authorize using Telephone Banking or Online Banking. If you permit non-authorized persons to use Telephone Banking or Online Banking or your Password, you are responsible for any transactions they complete.

**Posting of Transactions:** Transactions made on any business day are posted immediately. Transactions made on weekends or holidays are posted to your account immediately but are recorded, for purposes of dividend calculations, on the following business day.

**Information We Send You:** Any information you receive from us electronically is provided on a best-effort basis and is believed to be reliable but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision you make using this information.

**Our Liability for Online Banking Services:** Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor any Internet or commercial on-line access or browser provider (such as America Online, CompuServe, Netscape or Microsoft, collectively called "Service Providers") shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Credit Union, OR by Service Provider OR by an agent or subcontractor of any of the foregoing. Nor shall we or the Service Providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Banking services, or Internet browser or access software. Neither we nor the Service Providers are responsible for any computer viruses. Further, we will only be responsible for acting on instructions sent through Online Banking which are actually received by us. Except as otherwise stated in

this Agreement or as required by law, our entire liability and the liability of any Service Provider and your exclusive remedy with respect to Online Banking services is the replacement of any browser or software, if any, provided by us to you.

In those states which do not allow for the exclusion or limitation of liability for consequential or incidental damages, our liability is limited to the extent permitted by law.

**No Warranties:** NEITHER WE NOR ANY SERVICE PROVIDER MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE TELEPHONE BANKING OR ONLINE BANKING SERVICE, SOFTWARE OR BROWSER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

**Indemnification:** To the extent permitted by law, you agree to indemnify, defend and hold us and our directors, officers, employees and agents harmless from and against any damage, loss or liability of any kind which we may incur including, without limitation, our reasonable attorneys' fees and court costs that result directly or indirectly, in whole or in part, from your access of the services and performance of transactions via Telephone Banking or Online Banking.

**Limitations on Import and Export -** You understand that our software and any Service Provider software includes encryption capabilities that are currently subject to strict export license requirements prior to export from the U.S. or Canada. You agree not to download, ship, transfer or export any of our or Service Provider software or technical data received from us or the Service Provider or their direct product into any country or use same in any manner prohibited by the United States Export Administration Act or the requirements of the Export Administration Regulations (15 CFR Parts 730-774) (the "EAR") or any other regulation, law or Executive Order. Your obligations under this provision shall remain in effect after termination of this Agreement.

## FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- Please refer to the Schedule of Service Charges for additional information about charges.

**ATM Operator/Network Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## DOCUMENTATION

- **Terminal transfers:** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits:** If you have arranged to have pre-authorized electronic deposits of your net paycheck, payroll deductions, pension checks or federal recurring payments made to your account at least once every 60 days from the same person or company, you can call us at (310) 491-7500 in greater L.A., 1- 800-421-7111 outside of greater L.A., or by using 24 hours a day at 1-800-523-9164 to find out whether or not the deposit has been made.
- **Periodic Statements:**  
You will get a monthly account statement from us for your checking accounts.

You will get a quarterly account statement from us for your savings accounts. If there are electronic transfers in a particular month, you will get a statement monthly.

With a Savings Account, you will receive a quarterly statement electronically, a.k.a. an "eStatement," not paper via mail. With a Premier or Totally Free Checking Account, you will receive a monthly statement electronically, a.k.a. an "eStatement," not paper via mail. Should you have a Visa Credit Card, you will receive a monthly Visa eStatement, as well, versus a paper statement.

In order to access your eStatements, it is your responsibility to complete the registration process by logging onto Online Banking through the Credit Union website [www.skyone.org](http://www.skyone.org) using your Account Number, and Online Banking Password, then by clicking the e-Services button, and by agreeing to the terms and conditions of the Consent and Authorization.

**Mobile Banking:** Mobile Banking is a personal financial information management service that allows you to access your Credit Union account information, products and services similar to Online Banking and engage in such other financial transactions using compatible and supported mobile devices. All features and services available through Online Banking may not be available via Mobile Banking. You must agree to the additional disclosures and specific terms for using this service when you enroll.

**Mobile Deposit:** Mobile Deposit (also known as Remote Deposit Capture (RDC)), a deposit transaction delivery system, allows us to receive digital information from deposit documents captured at remote locations (e.g. your home, place of work, or anywhere). If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows, and agree to the terms and conditions of the *Mobile Banking Terms and Conditions Agreement*, which is incorporated herein by reference. You must agree to the additional disclosures and specific terms for using this service when you enroll.

**Termination; Suspension:** We may terminate or suspend the Service at any time without prior notice. If we terminate or suspend the Service, you are still required to repay any negative account balance, overdraft fees, collection costs and attorneys' fees, if any.

## ACH AND WIRE TRANSFERS

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us.

Funds from members' account may be transferred to another financial institution via the use of Wire Transfer. The Credit Union offers both incoming and outgoing wire transfer services. The following provisions apply only to those Funds Transfers as defined in Article 4A of the Uniform Commercial Code and do not apply to electronic funds transfers governed by Regulation E. In certain circumstances, the Credit Union may require execution of a Request for Wire Transfer. If you have entered into a specific Request for Wire Transfer with the Credit Union, the provisions herein supplement but do not contradict the Request for Wire Transfer. In addition, if Fedwire is used to send or receive a wire transfer, your rights and liabilities will be further governed by Regulation J. All requests must be submitted by 11:00 a.m. for same day processing. Payment orders, cancellations, or amendments received after the cut-off time may be treated as having been received on the next following funds transfer business day and processed accordingly.

- **Authorization:**  
All funds being wired must be available in the account at the time of processing.

If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and

every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If we receive a funds transfer for you or for another person authorized to have access to your account, you agree that we are not obligated to provide you with the next-day notice of the receipt of the funds transfer. We will provide you with notification of the receipt of all funds transfers by including such items in the periodic statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

• **Security Procedures:**

We may establish, from time to time, security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree with this practice. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account.

• **Provisional Payment:**

You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

• **Additional Terms and Conditions for Wire Transfers:**

The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; or (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal. You understand and agree that the Credit Union shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.

The Credit Union shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request. The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Credit Union's Schedule of Service Charges, which was previously provided to you and which is incorporated by this reference.

Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by you or

your authorized agent; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

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

**ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENTS**

If you have requested a pre-authorized payment from your account, the following information applies to you.

- **Initial Authorization:** You can get copies of the pre-authorized payment documentation from the third party payee at the time you give them the initial authorization. You cannot place a stop payment on ATM, debit or Visa card authorizations.

- **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 one time. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we will require you to put your request in writing and get it to us within 14 days after you call or the stop payment order will cease to be binding.

- **Right to revoke authorization of pre-authorized payments:**

If you revoke the authorization for a third party to make pre-authorized payments from your account, you must attest you are an authorized signer or otherwise have the authority to act on the account and that the debit being revoked was not originated with fraudulent intention by you or any person acting in concert with you. You must acknowledge the statement is true and correct. You are authorizing us to revoke or cancel the entire pre-authorized payment arrangement with that third party payee. Please refer to our separate fee schedule for our revoked authorization fee.

- **Notice of varying amounts:** If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

If you stop payment on a pre-authorized payment from your account and that payment is a recurring debit, the stop payment only applies to a specific payment or a specific date for a specific amount. You are not revoking authorization for the third party to receive the recurring debit. The stop payment order remains in effect until you withdraw the stop payment order.

- **Liability for failure to stop payment of preauthorized transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

- **Associated Fees:** If your account does not have sufficient funds to pay a pre-authorized payment, the request will be returned to the third party and your account will be charged a non-sufficient funds fee as stated in our Schedule of Service Charges.



Refer to the Schedule of Service Charges for the amount we will charge you for each stop-payment order or written statement of unauthorized debit you give.

### FINANCIAL INSTITUTION'S LIABILITY

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would exceed the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. Your ATM card, VISA® Check Card, ATM PIN, or VISA® Check Card PIN has been reported lost or stolen, has expired, is damaged so that the ATM cannot read the encoding strip, is retained by us at your request, or because your ATM/VISA® Check Card PIN has been repeatedly entered incorrectly.
7. Failure to complete the transaction if done to protect the security of your account and/or the electronic terminal system.
8. We received incorrect or incomplete information from you or from third parties (e.g. U.S. Treasury, an automated clearing house or a terminal owner).
9. There may be other exceptions stated in our agreement with you.
10. If there are postal delays or processing delays by the payee.
11. If you are in default on an account you are attempting a transfer.
12. If you fail to properly follow Telephone Banking or Online Banking or software instructions on how to make a transfer or payment.
13. If you fail to authorize a payment soon enough for the payment to be made, transmitted, received or credited by the payee.
14. If there is a malfunction in your personal computer, browser or software.
15. If the transfer could not be completed due to system unavailability or a telecommunication or service provider failure.

### CONFIDENTIALITY

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

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as explained in our separate Privacy Policy.

### MEMBER LIABILITY

YOU MAY BE LIABLE for all authorized or unauthorized uses of a Card, PIN or Online Banking, Password.

### UNAUTHORIZED TRANSFERS

#### (a) Consumer liability:

- **Generally:** Tell us at once if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer

has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your card and/or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.

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

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

- **Limited Liability for ATM/VISA® Check Card:** Your liability is further limited if your card can be used to initiate a transaction for which you are not required to provide identifying information, such as a Personal Identification Number. You could lose all the money in your account. Your liability for the unauthorized use of your card will be no more than \$50 if you notify us of the unauthorized use.

This policy statement applies to "transaction" accounts, but not to savings or share savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Savings accounts and share savings accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

If you fail to notify us of an unauthorized use that appears on a periodic statement within 60 days of our transmittal of the statement, and we can establish that we could have prevented the unauthorized use if you had notified us within this period, you will be liable for each unauthorized transfer (other than VISA® point-of-sale transactions) that occurs after the close of the 60 days and before you give us notice.

If you fail to notify us because of extenuating circumstances beyond your control that contributed to your delay in notifying us, such as a serious physical impairment or hospitalization, this time period may be extended.

**(b) Contact in event of unauthorized transfer:** If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed on the back of this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and

explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days for ATM/VISA® Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for ATM/VISA® Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse any provisional credit applied to your account.

You may ask for copies of the documents that we used in our investigation.

If you believe your Personal Identification Number (PIN) has been lost or stolen or that an unauthorized transfer from any of your Accounts has occurred or may occur, contact SkyOne Federal Credit Union immediately.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

### ADDITIONAL DISCLOSURES

#### APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS

If you requested SkyOne Federal Credit Union to issue you a VISA® Credit Card or ATM/VISA® Check Card to be used to transact business at an automated teller machine (ATM), then the following applies to you.

**When using the VISA® Credit Card at a VISA® Network ATM:** You may, with your PIN, make cash advances from your credit card account only. You will not be able to access your other accounts via the VISA® Network ATM. We may offer additional services in the future and, if so, you will be notified of them.

**Ownership of card:** The term "Card" means any ATM/VISA® Check Card or VISA® card subject to this Agreement as disclosed. The Card is the property of the CREDIT UNION and you agree to surrender the Card to the CREDIT UNION promptly upon demand. We may cancel, modify or restrict the use of the Card upon proper notice or without notice if your account is overdrawn, if we are aware that you have violated any term of the Disclosure and Agreement (whether or not we suffered a loss) or where necessary to maintain or restore the security of your account(s) or the ATM system.

**Confidentiality of PIN:** You agree to hold your Personal Identification Number (PIN) in strict confidence, and you will notify the CREDIT UNION immediately if the ATM card or PIN is lost or stolen. As a precaution you should:

1. Not write your PIN on your ATM card or any material carried near or with your card.

2. Never let anyone else use your card.
3. Never tell anyone your PIN.
4. Never let anyone watch you use your card or PIN at an ATM.

If you forget your PIN you may contact us and a duplicate will be issued at a charge set forth in our Schedule of Service Charges.

### TRANSACTION AUTHORIZATION

By use of your VISA® Credit Card at any VISA® Network ATM with your PIN, you authorize us to charge your VISA® account in accordance with instructions you give the ATM.

If you authorize us to issue an ATM/VISA® Check Card (or any other access device) to anyone else, or if you permit any person to use your card, you authorize that individual to withdraw funds from any account (including your line of credit account) which can be accessed by the ATM/VISA® Check Card, regardless of whether that individual is authorized to withdraw funds from the account by means other than the use of the ATM/VISA® Check Card.

### OVERDRAFT TO A LINE OF CREDIT

Other than by the specific overdraft provision agreed to by you separately, you may not use your ATM or VISA® Check card(s) to overdraw your checking account, your regular savings account, or your line of credit, unless applicable. However, if you do overdraw, you authorize us to cover the overdraft as follows:

1. Overdrawn Checking Account: Withdraw funds from your regular savings account or make a cash advance from your line of credit, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
2. Overdrawn Regular Savings Account: Withdraw funds from your checking account or make a cash advance from your line of credit, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
3. Overdrawn Line of Credit: Withdraw funds from your regular savings account, checking account or from your other accounts, including accounts on which you are a joint owner.

Overdrafts which cannot be honored are payable upon demand and may result in termination of your account(s).

### NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC TRANSFERS**

**Verification:** All transactions affected by use of the ATMs or Telephone Banking or Online Banking, which would otherwise require your signature, or other authorized signature, shall be valid and effective as if signed by you when accomplished by use of the ATM/VISA® Check Card and PIN, VISA® card and PIN, or Online Banking Password.

**Cancellation/termination of electronic services:** You may cancel any electronic services, in whole or in part, at any time by notifying us in writing by mail and by actually discontinuing use of the electronic service. If you cancel any service requiring the use of a Card, you agree to cut up all Cards issued to you and return them to us. Cancellation by any one account owner will be binding on all account owners and we are not required to notify the other account owners of the cancellation. Additionally, all electronic services will automatically be cancelled if you close all of your accounts with us. Electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts with us or if any of your accounts are not in good standing. After suspension, electronic services may be reinstated once there are sufficient funds in your accounts to cover any fees and other pending debits and transfers. Upon your cancellation or our termination of bill payment services you agree to notify any third parties receiving bill payment transfers that their authority to make bill payment transfers has been revoked and we will have no responsibility in this regard. Your cancellation or our termination of electronic services does not terminate your accounts or agreements with us and will not affect your obligations

under this Disclosure and Agreement, or any account or other agreement you have with us or your obligations for transfers and payments made prior to cancellation or termination.

**Collections:** You agree that the CREDIT UNION shall be entitled to recover any money owed by you as a result of your use of ATM or other "electronic services," and you agree to repay any withdrawals which create an overdrawn balance on any of your accounts. The CREDIT UNION has a security interest in your present and future deposits and has the right to apply deposits to any money you owe. If any legal action is required to enforce any provision of this Disclosure and Agreement or to recover money owed by you, you agree to pay all costs, including attorney's fees.

**Copy received:** You acknowledge receipt of a copy of this Disclosure and Agreement.

**Applicable law:** This Disclosure and Agreement shall be construed and governed in accordance with the laws of the State of California.

**NOTICE: IF YOU DO NOT AGREE TO THE TERMS OF THIS DISCLOSURE AND AGREEMENT, DESTROY YOUR ATM/VISA® CHECK CARD IMMEDIATELY BY CUTTING IT IN HALF, AND RETURN IT TO SKYONE FEDERAL CREDIT UNION.**

**Disclosure controls:** Both you and the Credit Union will be bound by this Disclosure and Agreement. If there is a conflict between this Disclosure and Agreement and something said by one of our employees, you agree that this Disclosure and Agreement controls.

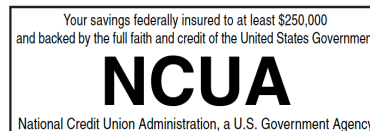
**Foreign transactions:** Transactions in foreign currencies will be converted (as appropriate) into U.S. dollars equivalent as of the date of the foreign transactions.

**Prior agreements:** All agreements applicable to your various Accounts, Certificates or loan relationships with the Credit Union shall be applicable to all transactions initiated by the Card, PIN or Telephone Banking or Online Banking (Home Banking) Password.

The Credit Union will NOT BE RESPONSIBLE for any direct or incurred losses or the failure to credit any attempted deposits into any Account.



P.O. BOX 5003, HAWTHORNE, CA 90251-9801  
(310) 491-7500 (Greater Los Angeles Area)  
(800) 421-7111 (All Other Areas)



Last revised 04/2022 201965164-010  
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AIB-TIS-CU 8/1/2019 Custom TCM-5CUz, 2bn, 3r, 4t