

# About Your Credit Union Accounts

Share Accounts  
Checking Accounts  
Term Share  
Certificate Accounts  
Electronic Fund Transfers  
Funds Availability  
Unclaimed Property  
Account Agreements



**AMERICA'S CHRISTIAN  
CREDIT UNION**

2100 E. Route 66, Suite 100  
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(800) 343-6328

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# YOUR TRUTH-IN-SAVINGS DISCLOSURE

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



## ARBITRATION AND WAIVER OF CLASS ACTION

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 [www.adr.org](http://www.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 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 U.S. 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 the 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 sixty (60) days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at 2100 E Route 66, Suite 100, Glendora, CA 91740, Attn: Compliance within such sixty (60) day time period. If you fail to opt-out within this sixty (60) day time, 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 your relationship with the Credit Union.

9. **Amendment/Termination:** We reserve the right to amend or terminate this Arbitration Agreement, provided that we notify you in writing at least thirty (30) days prior to such amendment or termination taking effect. Notwithstanding anything in the Account Agreement to the contrary, any amendment or termination of this Arbitration Agreement shall not apply to Claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment or termination.

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, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

## INFORMATION REGARDING MEMBER IDENTIFICATION

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

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

## GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

### MEMBER ENTRANCE FEE

The member entrance fee in the America's Christian Credit Union is stated on the Schedule of Fees.

### RE-ESTABLISHING MEMBERSHIP

The membership entrance fee is waived if a member re-establishes his or her membership within 90 days of closing the membership.

### ACCRUAL OF DIVIDENDS

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before close of business.

## **BYLAW REQUIREMENTS**

A member shall be admitted to membership upon payment of the member entrance fee to be established from time to time by the Board of Directors.

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of share by nonmembers. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than 7 days' and not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them.

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

## **DENIAL OF SERVICES**

The Credit Union reserves the right to limit, restrict or deny any credit union product(s) or service(s) in its sole discretion to any Member who: (i) causes a loss to the Credit Union; (ii) misuses any Credit Union product or service; (iii) mistreats any Credit Union staff or volunteers; (iv) provides false or misleading information in connection with any transaction or Credit Union product or service; or (v) fails to comply with the terms and conditions of any agreement with the Credit Union. Notwithstanding, all Members retain the right to maintain a basic share account and to vote in annual and special meetings. No action to limit, restrict or deny services will relieve a Member of the obligation to pay any outstanding balances, charges, or other amounts owed to the Credit Union.

Under our Denial of Services Policy, the Credit Union may take action to limit services to borrowers with delinquent loans. These actions include blocking check card, Visa credit card, and home banking usage if your loan becomes 30 days or more delinquent.

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

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

## **DIVIDEND RATES**

The dividend rate and annual percentage yield on our share, checking, and term share certificate accounts are stated on the Rate Schedule accompanying this Disclosure.

Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

## **SHARE ACCOUNTS**

America's Christian Credit Union's share accounts let you deposit your money in a savings account and withdraw your money generally at any time. Our share accounts are the Regular Share, Youth Savings, Varsity Savings, Student Savings, Money Market, Christmas Club, Vacation Club, and IRA Share

## **BALANCE INFORMATION**

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

## **RATE INFORMATION**

Our share accounts are designated as variable rate accounts as stated on the Rate Schedule. This rate and yield may change at any time as determined by the Credit Union board of directors.

## **➡ *Regular Share Account***

### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded quarterly and will be credited quarterly. For the Regular Share Account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The

dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open your Regular Share Account. You must maintain the minimum balance to obtain the Annual Percentage Yield as stated on the Rate Schedule.

#### ➔ ***Youth Savings Account***

This account is offered to individuals aged 0 – 12. An adult over the age of 18 must be joint owner on the account. Upon minor attaining the age of 13, the account will automatically convert to a Varsity Savings Account.

#### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded quarterly and will be credited quarterly. For the Youth Savings Account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open your Youth Savings Account. You must maintain the minimum balance to obtain the Annual Percentage Yield as stated on the Rate Schedule.

#### ➔ ***Varsity Savings Account***

This account is offered to individuals aged 13 – 17. An adult over the age of 18 must be joint owner on the account. Upon minor attaining the age of 18, the account will automatically convert to a Student Savings account upon verification of continued school enrollment; otherwise, the account will convert to a Regular Share Account.

#### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded quarterly and will be credited quarterly. For the Varsity Savings Account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open your Varsity Savings Account. You must maintain the minimum balance to obtain the Annual Percentage Yield as stated on the Rate Schedule.

#### ➔ ***Student Savings Account***

This account is available for students through age 24. Upon attaining the age of 25, the account will automatically convert to a Regular Share Account.

#### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded quarterly and will be credited quarterly. For the Student Savings Account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open your Student Savings Account. You must maintain the minimum balance to obtain the Annual Percentage Yield as stated on the Rate Schedule.

#### ➔ ***Money Market Account***

#### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the Money Market Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Money Market Account is indicated on the Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield as stated on the Rate Schedule.

#### **➔ *Christmas Club Account***

##### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the Christmas Club Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

##### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Christmas Club Account is indicated on the Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield as stated on the Rate Schedule.

##### **TRANSACTION LIMITATIONS**

Your Christmas Club account may be opened at any time. Funds from this account will be disbursed to you on or about October 31 of each year, and your account balance will be reduced to zero (0). To re-establish your Christmas Club account for the subsequent year, and to avoid closure, you must make a deposit within ninety (90) days of the disbursement date.

##### **ACCOUNT LIMITATIONS**

The maximum balance you may have in your Christmas Club Account during any calendar month is stated on the Rate Schedule. If you exceed the balance limitations in any calendar month, your account will earn the lower dividend rate as stated on the Rate Schedule.

#### **➔ *Vacation Club Account***

##### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded quarterly and will be credited quarterly. For the Vacation Club Account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

##### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Vacation Club Account is indicated on the Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield as stated on the Rate Schedule.

##### **ACCOUNT LIMITATIONS**

The maximum balance you may have in your Vacation Club Account during any calendar month is stated on the Rate Schedule. If you exceed the balance limitations in any calendar month, your account will earn the lower dividend rate as stated on the Rate Schedule.

#### **➔ *IRA Share Account***

##### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded quarterly and will be credited quarterly. For the IRA Share Account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

##### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your IRA Share Account is indicated on the Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield as stated on the Rate Schedule and to avoid closure.

## INCORPORATION OF IRA AGREEMENT AND DISCLOSURES

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

## CHECKING ACCOUNTS

America's Christian Credit Union offers the following checking accounts which let you withdraw your money and write checks against your account at any time. Our checking accounts are the Secure Checking, Basic Checking, Varsity Checking, and Student Checking accounts.

### ➡ ***Secure Checking Account***

#### **RATE INFORMATION**

The Secure Checking Account is designated as a variable rate account as stated on the Rate Schedule. This rate and yield may change at any time as determined by the Credit Union board of directors.

#### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the Secure Checking Account, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Secure Checking Account is indicated on the Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield stated on the Rate Schedule.

### ➡ ***Basic Checking Account***

The Basic Checking Account is a non-dividend earning account.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Basic Checking Account is indicated on the account application. There is no minimum balance requirement for the Basic Checking Account.

### ➡ ***Varsity Checking Account***

The Varsity checking account is offered to individuals aged 13-17. An adult over the age of 18 must be joint owner on the account. The Varsity Checking Account is a non-dividend earning account.

Upon minor attaining the age of 18, the account will automatically convert to a Student Checking account upon verification of continued school enrollment; otherwise, the account will convert to a Basic Checking account.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Varsity Checking account is indicated on the account application. There is no minimum balance requirement for the Varsity Checking Account.

### ➡ ***Student Checking Account***

The Student Checking Account is offered to students aged 18 through 24. Upon attaining the age of 25, the account will automatically convert to a Basic Checking account. The Student Checking Account is a non-dividend earning account.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Student Checking Account is indicated on the account application. There is no minimum balance requirement for the Student Checking Account..

## TERM SHARE CERTIFICATE ACCOUNTS

America's Christian Credit Union's term share certificate accounts let you deposit your money for a specified period of time. Our term share certificate accounts are the Term Share Certificates and IRA Term Share Certificate accounts.



### **ANNUAL PERCENTAGE YIELD**

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

### **MATURITY**

The maturity date will be stated on the certificate provided to you at the time of opening your account.

### **RATE INFORMATION**

Our Term Share Certificates and IRA Term Share Certificates are designated as fixed rate accounts on the Rate Schedule. You will be paid this rate and yield until maturity.

### **ACCOUNT LIMITATIONS**

You may not make deposits into or withdrawals from your Term Share Certificate or IRA Term Share Certificate account until the maturity date. See Early Withdrawal Penalty.

### **RENEWAL OF ACCOUNT/GRACE PERIOD**

Your account will automatically renew at maturity for same time period as original term at the prevailing rate unless you withdraw all of the funds in your account at maturity or within a grace period of seven (7) days after maturity.

### **EARLY WITHDRAWAL PENALTY**

We may impose a penalty if you withdraw any of the principal from your account before the maturity date. Early withdrawal penalties may reduce the principal.

If your account has an original maturity of 12 months or less, the penalty we may impose will be loss of dividends equal to 90 days.

If your account has an original maturity of more than 12 months, the penalty we may impose will be loss of dividends equal to 180 days.

### **EXCEPTIONS TO PENALTIES**

The penalties stated above will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the term share certificate account, or is made pursuant to the Credit Union's bylaws.
2. The term share certificate account is part of a pension plan which qualifies or is qualified for specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 72 years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

## **➔ *Term Share Certificate Accounts***

### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly. For the Term Share Certificate accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your Term Share Certificate Account is indicated on the Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield as stated on the Rate Schedule and to avoid closure.

## **➔ *IRA Term Share Certificate Account***

### **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded quarterly and will be credited quarterly. For the IRA Term Share Certificate Account, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule.

## **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open your IRA Term Share Certificate Account is indicated on the Rate Schedule. You must maintain the minimum balance to obtain the Annual Percentage Yield as stated on the Rate Schedule and to avoid closure.

## **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

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

## **ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

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

### **PERSONAL IDENTIFICATION NUMBER**

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

### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

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

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

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

### **SPECIAL NOTICE TO VISA® DEBIT CARDHOLDERS**

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you.

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

If you believe your Visa® Debit Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 800.343.6328 or write to us at 2100 E. Route 66, Suite 100, Glendora, CA 91740. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

### **BUSINESS DAYS**

Our business days are Monday through Friday, excluding holidays.

### **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

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

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

There may be other exceptions not specifically mentioned above.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at 800.343.6328 or write to us at 2100 E. Route 66, Suite 100, Glendora, CA 91740 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## **CHARGES**

In order to obtain the electronic services listed, you must open and maintain a share or checking account. All charges associated with our electronic fund transactions are disclosed in our Schedule of Fees, which accompanies this Disclosure and Agreement.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

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

## **ADDRESS CHANGE**

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

## **AMENDMENTS**

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

## **TERMINATION**

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

- a) you or any authorized user of your Visa® Debit Card, PIN or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your Visa® Debit Card, PIN or account; or
- c) you or any authorized user of your Visa® Debit Card, PIN or account request that we do so.

## **ADDITIONAL BENEFITS/CARD ENHANCEMENTS**

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

## **WAIVER OF RIGHTS**

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

## **OTHER AGREEMENTS**

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

## **SEVERABILITY**

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

## **WHO IS BOUND BY THIS AGREEMENT**

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

## **SIGNATURES**

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

## CONSUMER REPORTS

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

## ➡ *ACH Services*

### DOCUMENTATION OF DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800.343.6328 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

### DISCLOSURE OF RIGHT TO STOP PAYMENT

- Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 800.343.6328, or write to us at 2100 E Route 66, Suite 100, Glendora, CA 91740, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days after you call.

- Notice of varying amounts.

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

### TRANSACTIONS AVAILABLE

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

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

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

## ➡ *ATM and POS Services*

### RULES FOR USE

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

### ATM FEES

When you use an ATM not owned by America's Christian Credit Union, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of a Debit Card issued by America's Christian Credit Union for use of an electronic terminal operated by America's Christian Credit Union.

### TRANSACTIONS AVAILABLE

You may use your Visa® Debit Card to perform the following transactions:

- Make deposits to your share or checking account. Some cards may be restricted to Deposit Only;
- Withdraw cash from your share or checking and loan account;
- Transfer funds between your share and checking;
- Make point-of-sale payments for goods and services to others from your checking account; and
- Make account balance inquiries.

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

#### **LIMITATIONS ON TRANSACTIONS**

You may make ATM cash withdrawals or POS transactions up to your account limit each 24-hour period as long as your available balance will cover the transaction. There are daily dollar limits for withdrawals and purchases. We provide your card limits to you as part of the separate agreement for card services. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth in your agreement. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

#### **VISA® DEBIT CARDS**

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

#### **ATM SAFETY**

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

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

#### **➡ *Call24***

#### **TRANSACTIONS AVAILABLE**

You may use your Call24 Service to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your share or checking account;
- Transfer funds between your share and checking accounts;

- Access your Line of Credit Account to request loan advances;
- Transfer funds from your Line of Credit to your share or checking account; and
- Make loan payments.

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

## ➡ **Visa® Debit Card Services**

### **ISSUANCE OF CARD**

“Card” means the America’s Christian Credit Union Visa Debit Card and any duplicates, renewals or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Visa Debit Card.

### **RESPONSIBILITY FOR TRANSACTIONS**

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

### **MERCHANT DISPUTES**

For POS transactions directly accessing a line of credit, the credit union is not responsible for the refusal of any merchant or financial institution to honor the card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the credit union sent or participated in sending to you or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

### **LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS**

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

### **USE OF THE CARD**

You may use the Card and PIN to:

- Withdraw cash from your share or checking account at ATMs, merchants, or financial institutions that accept Visa Debit Cards. Some cards may be restricted to Deposit Only;
- Transfer funds between your share or checking account you have with the Credit Union; and
- Make deposits to your share or checking account at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa Debit Cards (these are point of sale or POS transactions);
- Order goods or services by mail or telephone from places that accept Visa Debit Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, CO-OP or any other permissible Debit Card network; and
- Make automatic payments from your checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

Use of the card, the account number on the card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Visa Debit Cards is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account. When the Credit Union receives notification of a Visa Debit Card transaction, it will put a hold on an equivalent amount of funds in your checking account for 3 days or until the day the transaction is charged to your account.

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

### **ILLEGAL USE OF VISA® DEBIT CARD**

You agree that your Debit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions.

You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

#### **OVERDRAFTS**

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

#### **REFUSAL TO HONOR CARD**

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

#### **FOREIGN TRANSACTIONS**

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

### ➔ ***Online Banking Services***

#### **SYSTEM REQUIREMENTS**

Online Banking services allow convenient access to your account information 24 hours a day. To use Online Banking, you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

#### **TRANSACTIONS AVAILABLE**

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

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

### ➔ ***Bill Pay Service***

#### **SYSTEM REQUIREMENTS**

To use the Bill Pay service, you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

#### **RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS**

- 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 also stop any of these payments. Here's how: Call at 800.343.6328 for Bill Payer Services or write to us 2100 E Route 66, Suite 100, Glendora, CA 91740, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

- Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only



when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### **TRANSACTIONS AVAILABLE**

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

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

#### **LIMITATIONS ON TRANSACTIONS**

The following are limitations to the use of the Bill Pay service:

- Bill payments can only be made from your checking account;
- If you close the designated bill payment checking account, it is your responsibility to stop all scheduled and recurring payments; and
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days.

#### **METHODS AND RESTRICTIONS**

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

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

#### **MEMBER RESPONSIBILITIES**

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by merchant(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

### **➡ *Mobile Banking Services***

#### **SERVICES**

The Mobile Banking service allows you to access your account information through your smart phone. You may access the Mobile Banking service either by mobile application or mobile Web browser. The Mobile Banking service also allows you to request and receive account information and notification via text message.

#### **SYSTEM REQUIREMENTS**

To use the Mobile Banking service, you must have a mobile device with a service plan that includes data and Internet access with Secure Socket Layer (SSL) capability and a Mobile Banking service user name and password. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

- To access the Mobile Banking service using the Mobile Web Banking option, visit [www.AmericasChristianCU.com](http://www.AmericasChristianCU.com) on your mobile Web browser.
- To access the Mobile Banking service using the application option, download the America's Christian Credit Union Mobile Application from your device's application store. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.

## TRANSACTIONS AVAILABLE

You may use the Mobile Banking service to perform the following transactions:

- Obtain account/loan account balance information;
- View account/loan account history;
- Transfer funds between your shares, checking, or Lines of Credit; and
- Unsubscribe from the SMS feature of the Mobile Banking service.

## ➡ ***Remote / Mobile Deposit Capture Services***

To use Remote Deposit Capture, you must have a compatible supported mobile device with an enabled camera and internet access. The service is made available through use of the application provided through the Online Banking Services. Additional Remote Deposit Capture service disclosures will be provided to you when you enroll in and utilize the service.

## REQUIREMENTS FOR ELECTRONIC IMAGES

An electronic image must contain a complete, legible and accurate image of the front and back of the check. The back of the check must include your signature endorsement and any restrictive endorsement language as specified by the Credit Union. Please refer to your Remote Deposit Capture service disclosures for more information about specific requirements for electronic images. The Credit Union reserves the right to refuse to accept any check for deposit through the Remote Deposit Capture service that does not bear the required restrictive endorsement.

## CUT-OFF TIMES AND CREDITING

Items transmitted using the Remote Deposit Capture service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited items.

Cut-Off Times: Remote Deposit Capture deposits successfully received before the 4:00 PM PST cut-off time will be processed for same day credit. ACCU is open for business every Monday through Friday (with the exception of Federal Reserve holidays).

Cut-Off Time Exception: It is also the policy of ACCU to close at noon on Christmas Eve and Good Friday. When Christmas Eve and/or Good Friday fall on a regularly scheduled work day, Remote Deposit Capture transactions must be successfully submitted by 11:00 AM PST on Christmas Eve and/or Good Friday to receive same day credit for the deposit.

## DEPOSIT LIMITATIONS

Additional deposit limitations will apply. Please refer to the detailed Remote Deposit Capture service disclosure for more information.

# REGULATIONS RELATING TO FUND TRANSFERS

## APPLICABLE LAW

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

## FUNDS TRANSFER CUT-OFF TIME

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 12:30 p.m. Pacific Time on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

## SERVICE CHARGES/FEEES

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

## SECURITY PROCEDURES

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

security procedure.

#### **USE OF FEDWIRES**

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

#### **IDENTIFICATION OF BENEFICIARY**

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

#### **IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER**

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

#### **PROVISIONAL ACH PAYMENTS**

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

#### **NOTICE OF RECEIPT OF ACH FUNDS**

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

#### **RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS**

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

#### **PAYMENT OF DIVIDENDS (OR INTEREST)**

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

## **YOUR ABILITY TO WITHDRAW FUNDS**

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

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 pm Pacific Time 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 3:00 pm Pacific Time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

#### **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day.

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

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 7th business day after the day of your deposit.

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

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 11th business day after the day of your deposit.

#### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATM's) we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply at ATM's that we own or operate. All ATM's that we own or operate are identified as our machines.

### **UNCLAIMED PROPERTY NOTICE (CALIFORNIA RESIDENTS)**

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, checking, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law. If you do not live in California, your account may be subject to laws specific to your state.

Your account is considered to be inactive after one (1) year of no activity. You must keep the account active to avoid the inactive fee as stated in the Schedule of Fees.

## **GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS**

#### **DEFINITIONS**

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

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

## **MEMBERSHIP & ACCOUNT APPLICATION**

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

### **ACCOUNT OWNERSHIP**

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

**Individual Accounts:** The account or certificate is owned by the party named on the Account Agreement "Account Holder". Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.

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

### **CUSTODIAL (UTMA) ACCOUNT**

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

### **FIDUCIARY ACCOUNTS**

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

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

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

### **LIVING TRUST ACCOUNT**

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

### **PAYABLE ON DEATH ACCOUNTS**

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

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

- a) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- b) if two or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided shares unless the Account Signature Card expressly provides for different shares; and

c) if two or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee. The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

#### **SPECIAL RULES FOR JOINT ACCOUNTS**

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

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

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

#### **CHANGES IN TERMS AND CONDITIONS**

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

#### **CONSENT TO CONTACT (NON-TELEMARKETING ONLY)**

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

#### **NOTICE**

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

#### **ABILITY TO PLEDGE FUNDS**

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

#### **ENFORCEMENT OF LIENS**

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

#### **NOTIFICATION OF CHANGES**

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

### **FINANCIAL ABUSE REPORTING**

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

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

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

### **WAIVER OF CERTAIN RIGHTS**

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

### **CONSUMER REPORTS**

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

### **NEGATIVE CREDIT REPORTING**

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

### **REPORTING INACCURATE INFORMATION**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at America's Christian Credit Union, 2100 E Route 66, Suite 100, Glendora, CA 91740 so we can investigate.

### **POST-DATED CHECKS**

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

### **EXAMINATION OF STATEMENTS**

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

### **NON-CASH PAYMENTS**

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

### **FEES AND CHARGES**

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

### **CREDIT UNION'S RIGHT TO OFFSET**

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

#### **ATTORNEYS' FEES AND OTHER FEES**

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

#### **GOVERNING LAW**

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

### **SHARE ACCOUNT AGREEMENT**

#### **WITHDRAWALS, PRIOR NOTICE REQUIREMENT**

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

### **CHECKING ACCOUNT AGREEMENT**

#### **WITHDRAWALS, APPROVED METHODS**

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

#### **ELECTRONIC CHECK CONVERSION**

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

#### **DEMAND DRAFTS**

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

#### **OVERDRAFTS**

The Credit Union is under no obligation to pay a check which exceeds the available balance in an account; the Credit Union may, however, pay such a check and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

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

**Order of Posting:** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. We will pay checks, automated debits (ACH), Debit Card transactions, ATM withdrawals and point-of-sale transactions in the order presented to the Credit Union. Multiple checks presented for payment on the same day will be paid in check number order. For ACH transactions, deposits are posted first then debits are posted by settlement date, then in the order they were received. For Debit Card transactions, items are posted in the order received. You understand that the order in which items are processed can affect the total amount of fees that may be assessed against your account. The Credit Union reserves the right to adjust the above processing times in its sole discretion.

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's



posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your “available balance” is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any “pending” deposits, checks, transfers and withdrawals or holds on your account). We will use the “available balance” in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled “Your Ability to Withdraw Funds.” If you have additional questions about your available or actual balance, please see a branch representative or call 800.343.6328.

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

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

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

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

### **OVERDRAFT PRIVILEGE PROGRAM**

The Credit Union recognizes that sometimes you may overdraw your checking account. In such cases the Credit Union may decide to honor drafts, including checks, automated debits (ACH) and recurring debit card transactions, for which there are insufficient funds. This is the Credit Union’s Overdraft Privilege Program. The Credit Union provides the Overdraft Privilege Program as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service.

### **QUALIFICATIONS**

To be eligible for the Overdraft Privilege Program, the member must meet all of the following criteria:

- Must be a member in good standing;
- Checking account must be open for a minimum of thirty (30) days;
- Account has not been in the negative for fourteen (14) days or more at time of debit presentment; and
- Must not be in default with any loan obligation with the Credit Union.

### **Description of Service**

The Credit Union may honor overdrafts, including checks, automated debits (ACH) and recurring debit card transactions. Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not pay your overdrafts for ATM withdrawals and debit card purchases at a store, online, or by telephone. You must tell us you want overdraft coverage for these transactions.

### **Overdraft Privilege PLUS Program**

Unless the Credit Union currently has your affirmative consent (opt-in) on file, we will not pay your overdrafts for ATM withdrawals and one-time debit card transactions at a store, online, or by telephone. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawals and debit card transactions, please contact us in-person or by writing to us at P.O. Box 5100, Glendora, CA 91740. We will ask you to complete and sign the Overdraft Privilege PLUS opt-in form and mail it to us at the address shown above. The Credit Union will provide you with written confirmation of your opt-in choice.

### **Overdraft Privilege/Overdraft Privilege PLUS Limits**

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Overdraft Privilege/Overdraft Privilege PLUS fee. If we honor multiple overdrafts we may honor them in any order at the Credit Union's option or return any such items.

The Overdraft Privilege/Overdraft Privilege PLUS limits are:

- \$200, for Student Checking accountholders.
- \$750, for Basic and Secure Checking accountholders

### **Overdraft Privilege/Overdraft Privilege PLUS Fee**

The Overdraft Privilege Program/ Overdraft Privilege PLUS Program fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union, up to a maximum of ten (10) fees per day. The charge for Overdraft Privilege Program/ Overdraft Privilege PLUS Program is described in our Schedule of Fees.

### **Additional Information**

When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than fourteen (14) days from the date your overdraft is paid. If you fail to cover the total overdraft amount within fourteen (14) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

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

### **Opt-Out**

If you do not want the Overdraft Privilege Program/Overdraft Privilege PLUS Program, you may inform the Credit Union at any time. To do so, you must notify the Credit Union in-person; in writing at P.O. Box 5100, Glendora, CA 91740; by calling at 800.343.6328; or emailing us at info@americasccu.com.

### **STALE-DATED CHECKS**

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

### **STOP PAYMENTS**

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

### **TRUNCATION OF DRAFTS**

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

### **LIABILITY OF CREDIT UNION**

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

### **CLOSURE OF ACCOUNT**

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

### **FOR CHECKING ACCOUNTS WITH SHARE OVERDRAFT PROTECTION**

If any Account Holder(s) writes a check or authorizes an ACH or debit card transaction that would result in this checking account being overdrawn, the Credit Union is authorized to charge the designated share account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the check and to credit such charge to this checking account and any associated fees as stated on the Schedule of Fees.

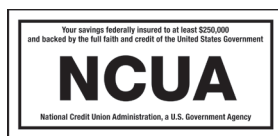
## FOR CHECKING ACCOUNTS WITH LOAN OVERDRAFT PROTECTION

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

## TERM SHARE CERTIFICATE ACCOUNT AGREEMENT

### PLEDGING OF FUNDS

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



Share insurance on qualifying members' accounts, in excess of that provided by NCUA, is offered by American Share Insurance, a credit union-owned share guaranty corporation. See a credit union representative for details.