



# 1<sup>st</sup> Nor Cal<sup>®</sup>

1<sup>ST</sup> NORTHERN CALIFORNIA CREDIT UNION

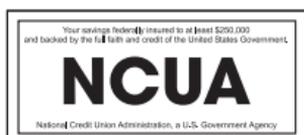
## About Your Credit Union Accounts

**Please retain this important document for your records.**

Welcome to 1<sup>st</sup> Northern California Credit Union (1<sup>st</sup> Nor Cal). Since 1949, we've been helping members achieve their important personal and financial goals. Today, 1<sup>st</sup> Nor Cal offers a wide variety of financial products backed by outstanding service, as well as convenient online and mobile services that make managing your accounts easier.

1<sup>st</sup> Nor Cal is a not-for-profit financial cooperative serving any and all persons who live, regularly work, currently attend school, or currently worship in Contra Costa, Solano, or Alameda counties, as well as any and all businesses, corporations, and other legal entities in those counties. Because we are not-for-profit, we return our "earnings" to our members in the form of fewer fees, lower rates for loans, and higher rates on deposits.

Thank you for your membership.  
We know you'll enjoy the savings, convenience,  
and great service you'll receive here.



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



We do business in accordance with the Federal Fair Housing Law and the Equal Credit Opportunity Act.



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# About Your Credit Union Accounts

Effective: March 1, 2017

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The current *Rate Schedule* and *Cost Recovery Schedule* referred to within this document can be found on our website at [www.1stnorcalcu.org](http://www.1stnorcalcu.org) or at any of our branch locations.

In this About Your Credit Union Accounts agreement (hereinafter referred to as “Agreement”), the words YOU, YOUR and YOURS mean each and all of those (whether one or more persons) who are subject to this Agreement as a result of signing a Membership and Account Application for one or more deposit accounts with us. The words WE, US, OUR and CREDIT UNION mean 1<sup>st</sup> NORTHERN CALIFORNIA CREDIT UNION. The words “account” or “accounts” mean any deposit account you have with us that is covered by this Agreement. The terms, conditions and information contained in the Membership and Account Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this Agreement and become an integral part of this Agreement. This Agreement governs your accounts with us and related services, and replaces all prior agreements with the Credit Union regarding them. By signing the Credit Union’s Membership and Account Application for your account or using your account or any service we provide, you will be considered to have received and agreed to this Agreement.

You should retain a copy of this Agreement (and any information that the Credit Union provides you regarding changes to this Agreement) for as long as you maintain your account with us.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**WHAT THIS MEANS FOR YOU:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

# PART I: TRUTH-IN-SAVINGS AGREEMENT AND DISCLOSURE

## SECTION 1. PAYMENT OF DIVIDENDS

The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, the California Credit Union Law, and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The dividend rate and Annual Percentage Yield (APY) may change every month at the discretion of the Credit Union's Board of Directors. Share accounts are designated as variable rate accounts on the *Rate Schedule*. Current rate information and minimum balance requirements to open and earn the APY for these accounts are set forth in the *Rate Schedule*. You may obtain current rate information by calling the Credit Union at (888) 387-8632 or visiting our website at [www.1stnorcalcu.org](http://www.1stnorcalcu.org).

**Compounding and Crediting for all Accounts.** For Prime Share Accounts, Holiday Club Accounts and IRA Share Accounts, dividends will be compounded daily and will be credited quarterly. For these accounts, 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 of such dividend period 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, and for the example is March 31.

For Money Market Share Accounts and Share Draft Accounts, dividends will be compounded daily and will be credited monthly. For these 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 of such dividend period 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, and for the example is January 31.

Dividends on Term Share Certificate Accounts are compounded daily, and will be credited monthly, quarterly, or at maturity, at your option. You will make this election at the time you open a Term Share Certificate Account and we provide you with a Share Certificate Authorization.

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

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

If you close any of your dividend earning accounts before dividends are credited you will receive the dividends accrued through the day the account was closed.

## SECTION 2. TERMS AND CONDITIONS

### TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

1. You must be and remain a member in good standing to maintain any account. In order to become a member, you must deposit the par value of one (1) share in a Prime Share Account. The par value of a share in this Credit Union is \$5. If you fail to complete the purchase of one (1) share within five (5) months of your admission to membership, or within five (5) months from the increase in the par value in shares, or if you reduce your Prime Share Account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within thirty (30) days of the reduction, you may be terminated from membership at the end of a dividend period.
2. Our delay in enforcing any of the terms and conditions of this Agreement will not prohibit us from enforcing such terms and

conditions at a later date.

3. We reserve the right to change any provision of or establish new provisions to this Agreement at any time. We will provide you with written notice of any changes to this Agreement if required by applicable law.
4. We may refuse to follow any of your instructions, accept any deposit, or process any transaction, that in our sole judgment are illegal, fraudulent, inconsistent with our policies (or those of any of our third party processors) or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your, or what purports to be your, oral, written, or electronic instructions.
5. We reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account.
6. All payees listed on a check must sign the check that is deposited or cashed, and must be a joint owner on the account, present a valid government-issued identification or have their endorsements guaranteed by another financial institution. All multiple party checks without proper identification are subject to being returned. Notwithstanding the foregoing, you authorize us, in our discretion, to accept checks and other items for deposit into any of your accounts (collectively, "item") if they are made payable to, or to the order of, any one or more joint owners on the account, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements of any account owners on any item that we take for collection, payment, or deposit to your account. You also authorize us to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was deposited to your account. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorser(s) to be present, have valid identification, or to have their endorsements guaranteed before we accept the item.
7. You authorize us to accept deposits to your account at any time, from any party, made in any manner, without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by you.
8. You understand and agree that we use automated means to process checks and other items written on or deposited to your account. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check or item which contains your account number, amount of check and check number. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after 6 months," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, we

are not required to honor any restrictive legend placed on checks you write. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

9. We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a “non-U.S. item”). If we accept a non-U.S. item for deposit or collection, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. You agree that we may use our current buying and selling rate, as applicable when processing a non-U.S. item and we may recover from any account you maintain with us any loss incurred by us as a result of our processing such an item for you. We reserve the right to place longer holds on non-U.S. items than the time frames specified in our Funds Availability Policy.
10. We have the right to charge back to or otherwise debit any account you maintain with us for any deposited item that is returned (and assess any associated fees and to reverse or recover any associated interest that may have accrued or been paid), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided we do not have actual knowledge that such deadline has expired or, having such knowledge, we conclude that: (1) the deposited item is returned in accordance with the laws governing your account or rule (including a clearing house rule); and/or (2) we have received a breach of warranty claim in connection with the deposited item.

We have the right to pursue collection of such deposited item, even to the extent of allowing the payor bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. We may, without notice to you, redeposit a returned deposited item and represent it for payment by any means (including electronic means), unless we have received instructions from you not to redeposit such deposited item. We will have no liability for taking or failing to take any action to recover payment of a returned deposited item.

If one of your deposited items is returned with a claim that there is a breach of warranty (for example, a claim that it bears a forged endorsement or is altered in any way), we may debit your account for the amount of the item (plus any associated fees) and pay the amount to the claiming party. We are under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense.

We need not give you any prior notification of our actions with respect to the claim. You agree to immediately repay any overdrafts. We may create substitute checks from your deposited items to facilitate the forward collection of such items. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys’ fees) arising out of or in any way connected with such substitute check, including without limitation, any claim based on the image quality of such substitute check.

11. You acknowledge and agree that we may, at our option, create and retain electronic copies of original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned and stored images of records will have the same effect as the original records.
12. In processing items you have deposited to your account, we act only as a collecting agent and we do not assume any responsibility

beyond the exercise of ordinary care. Any deposit that we accept and credit to your account is provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of the deposit and impose a NSF Returns / Deposited Items Fee as set forth in the *Cost Recovery Schedule*. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any third party we use for the collection of items, including responsibility for lost items.

13. If a deposit or other credit is made in error to your account that you are not entitled to (whether by check, cash, automated clearing house transfer, wire transfer or otherwise), you understand that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account, you agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit, and any costs and fees as stated in this Agreement and the *Cost Recovery Schedule*.
14. Except as expressly provided otherwise in this Agreement, we will mail, send electronically, or otherwise make available to you, your periodic statements, notices and other information regarding your account (collectively "account-related information") to the postal or electronic address of the owner as reflected in our records for your account. If there is more than one owner on your account, we may send account-related information to any one of them. If your account is in a combined statement, your statement will be sent to the address associated with the savings account in the combined statement.

Mailed account-related information will be deemed to have been delivered the second business day following the day it was mailed. Account-related information made available electronically will be deemed to have been delivered when we make it available to you.

You will exercise reasonable care and promptness in examining your statements. You must promptly notify us of, and reimburse us for, any erroneous credit to your account. Within thirty (30) days after we mail or otherwise make statements available to you, you must notify us of any claim for credit or refund due to an unauthorized transaction (unless the unauthorized transaction is the result of an electronic fund transfer, then the provisions of the Electronic Services Agreement and Disclosure included in this Agreement will apply). For purposes of this Agreement, an unauthorized transaction is a transaction that was not authorized by you, including but not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, an alteration, or otherwise a transaction that was not authorized by you. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if: (1) we incur a loss on the item because of your failure; or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us.

15. Unless otherwise prohibited by the laws governing your account, if two or more account-related information documents are returned, or, in the case of online statement email notifications the email notice is returned undeliverable, we may classify your account as "inactive." This means we may discontinue sending and may destroy account-related information sent to you until you provide a valid postal or electronic address to us.

16. Any written notice you give to us is effective when it is actually received by us. Any written notice we give to you is effective on the date we deposit such notice in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address, or, if you have agreed to receive notices from us in an electronic format, any notice we give to you is effective on the date we make the notice available to you in electronic format. Notice to any one account owner is considered notice to all owners of the account.
17. We agree to investigate any transaction you have reported to us as unauthorized (a "claim of unauthorized transaction"). You agree to: (1) submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction (in an affidavit form approved by us, if so requested); (2) file a police report; (3) complete and return to us any documents requested of you; and (4) in all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction.

We reserve the right to reverse any credit made to your account if you fail to sign such documents, cooperate fully with our investigation of your claim of unauthorized transaction or if we determine that the transaction that gave rise to your claim of unauthorized transaction was proper.
18. We or you may close any of your account(s) at any time. If you would like to close any of your accounts with us, you must contact us at (888) 387-8632 or provide us with written notice at 1<sup>st</sup> Northern California Credit Union, P.O. Box 509, Martinez, CA 94553. If an account is closed, we may send the collected balance on deposit in your account by regular mail to your most recent address shown in our records. Items presented for payment after the account is closed may be dishonored. We may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in your account; (4) any checks are lost or stolen; or (5) we deem it necessary in order to prevent a loss to us.
19. If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to joint owners, payees, trust account beneficiaries, or a payable on death account, you agree that we may, without liability to you and in our sole and absolute discretion, take one or more of the following actions: (1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (3) interplead all or any portion of the funds from an account into an appropriate court for resolution; or (4) restrict access to the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing us to distribute the funds. We may charge your account for expenses and fees we incur (including attorneys' fees). In addition, if we receive written notice from any account owner that withdrawals should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) will become effective only upon receipt and after we have had a reasonable opportunity to act thereon.
20. In order for us to service your account or to collect any amounts you owe, you agree that we may from time to time make calls and/

or send text messages to you at any telephone number(s) associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to service your account or to collect any amounts you owe, we may send e-mails to you at any e-mail address you provide to us. You may revoke this consent at any time by notifying us in writing at 1<sup>st</sup> Northern California Credit Union, P.O. Box 509, Martinez, CA 94553.

21. You acknowledge that we may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If we suspect such financial abuse, you understand and agree that, in addition to reporting such abuse as may be required by applicable law, we have the right to restrict access to the account, refuse to complete transactions on the account, or to take any other action(s) that we deem appropriate under the circumstances.
22. We may recognize the signature of anyone who signed a Membership and Account Application as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this Agreement and/or the Membership and Account Application will be valid and discharge us from liability. Without limitation to the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.
23. We reserve the right to require you to give up to sixty (60) days written notice of your intention to withdraw funds from any account except checking accounts.
24. We may rely solely on our records to determine the form of ownership of your account. We may presume that any person named in addition to you in our records for your account owns the funds in your account with you as a joint owner, unless our records indicate that the person has some other relationship to the account. Ownership for all accounts will be established and determined by the most recent Membership and Account Application or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Membership and Account Application and a new account number will be assigned.
25. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address or a legal name change. You may notify us in person, through online banking, at our office, or by sending a written and signed notice to 1<sup>st</sup> Northern California Credit Union, P.O. Box 509, Martinez, CA 94553. In the event that you fail to do this, a fee may be assessed to your account for the actual cost of a necessary locator service paid to a person or business normally engaged in providing such service and incurred in determining your address. This fee will be set forth in the *Cost Recovery Schedule*.
26. You agree to notify us immediately of the death or court declared incompetence of any owner of your account. You agree to inform each owner of your account of the obligation to notify us of such an event as well. If you die or are declared legally incompetent, we can continue to accept and collect items deposited to your account until we know of your death or adjudication of incompetency and have a reasonable opportunity to act.
27. All non-cash deposits will be credited to your account on the day of deposit, but are subject to final payment. Your right to withdraw the

funds from check deposits or other items you deposit may be delayed for several days. You will be notified if your right to withdraw funds will be delayed. Please refer to the Funds Availability Policy in this Agreement for further details.

28. You agree that we will not be responsible for any damages you incur in the event you deposit an item with us which is subsequently returned unpaid by the paying bank and that return is “late” due to markings on the back of the item caused by you or a prior endorser.
29. All accounts are subject to our *Cost Recovery Schedule*. We will debit such fees against any account you own (including accounts on which you are a joint owner) except your IRA without prior notice to you. Only fees related to an IRA will be deducted from an IRA. If sufficient funds are not available, the assessment of fees may cause your account to be overdrawn, and such amount will be due and payable on demand, and you are required to immediately deposit sufficient funds to cover the overdrawn amount.
30. If you do not conduct a transaction on your account (i.e., a withdrawal, deposit, or transfer to or from your account, other than an automated transaction) for twelve (12) consecutive months, we may classify it as an “inactive” account. We will notify you in writing at your last known address if your account is classified as “inactive.” Once you initiate a transaction, either in person or in writing, we will reactivate your account.
31. State law establishes procedures under which unclaimed property must be surrendered to the state. In the State of California, funds in your account are considered unclaimed if a period of three (3) years has elapsed since the last time you:
  - a. Increased or decreased the amount of funds on deposit with us or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your accounts with us; or
  - b. Corresponded in writing or electronically with us concerning the funds on deposit; or
  - c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with us.

The funds in your deposit account will not be surrendered to the state, however, if, during the previous three (3) years, you have owned another deposit account (or individual retirement or similar account) with us and, with respect to that deposit account, you have done any of the acts described in paragraphs (a), (b), or (c) above (or, with respect to an individual retirement or similar account, you have increased or decreased the principal, accepted payment of principal or income, or corresponded electronically or in writing concerning the property or otherwise indicated an interest), and, with regard to the funds in the deposit account that would otherwise be surrendered to the state, we have “communicated” (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with you at the address to which communications regarding the other deposit account are regularly sent.

We may charge a fee for mailing you a notice regarding your unclaimed property and/or a service charge for money orders that are deemed abandoned as set forth in our *Cost Recovery Schedule*. To recover funds turned over to the state, you must file a claim with the state. Once funds are surrendered to the state, we no longer have any liability or responsibility with respect to the funds.

32. Our relationship with you concerning your account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between us and you.

33. For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. Arrangements for large cash withdrawals may be made with the Branch Manager at the branch location of our choice. Large cash withdrawal requests may require up to two (2) business days advance notice to process. You understand and agree that you will be responsible for all fees that may be assessed by a third party on the Credit Union in connection with your request (e.g. cash delivery charges). In addition, you may be asked to sign a form releasing us from any liability.
34. We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account and that these records will be available to you for the time period required by law. You agree to pay applicable fees as listed in our *Cost Recovery Schedule*.
35. You understand and agree that we must comply if we are served with any notice of garnishment or of attachment, tax levy, withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to your account that we know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. You direct us not to contest any such notice of legal process and understand that we are under no obligation to notify you of the legal process and will not notify you if prohibited by law. We may charge a Compliance with Legal Process fee, as set forth in our *Cost Recovery Schedule*, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. You understand and agree that if a subpoena or legal process requires us to release information about an owner on an account, we must comply with such request and the information released pursuant to such subpoena or legal process may include information about other owners on the account, even if their information was not expressly requested by the subpoena or legal process. You agree to see legal redress regarding any such legal process only from the third party that issued it and further agree to release us from liability and hold us harmless for compliance with such legal process.
36. You understand and agree that you are not permitted to place a stop payment on a cashier's, teller or certified check unless such check is lost, stolen or destroyed. In the event that a cashier's, teller or certified check is lost, stolen or destroyed, in order to effectuate a stop payment, you must execute and deliver to us a written Declaration of Loss and Claim for Reimbursement ("Declaration of Loss") and/or affidavit in a form acceptable to us and in time for us to have a reasonable time to act on it. You further understand and agree that the Declaration of Loss is not immediately enforceable upon your submission. Specifically, you understand and agree that we will not process your stop payment request until the later of (1) the time the Declaration of Loss form is properly delivered to us by you, or (2) the 90<sup>th</sup> day following the date of the cashier's, teller or certified check. We may, however, in our sole and absolute discretion, process your stop payment request sooner. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our attempt to, or stopping payment on, such cashier's, teller or certified check.
37. You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences

with you to others, in accordance with applicable law.

38. It is your responsibility to protect the account numbers and electronic access devices (e.g., a debit card) we provide you for your account(s). You agree not to disclose your account number(s) to anyone unless you are willing to give them full use of your money. If you disclose your account number(s) or provide your access device to another person (a family member or friend, for example) in connection with granting authority to that person to transact on your account, and that person then exceeds that authority, you are liable for the transactions. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. We are not responsible for any loss or damage which results from your negligence, including without limitation, your failure to adequately safeguard your blank checks or other personal information or means of access to your account.
39. To join our Credit Union, in addition to providing us with your name, residential address, phone number and date of birth, we will require you to provide us with current government issued picture identification and a Social Security Number (SSN) or Employer Identification Number (EIN) (generically referred to as a Taxpayer Identification Number or TIN). We will further require you to certify (confirm) for IRS reporting purposes that the SSN or EIN matches the name and address, and indicate whether you are currently subject to backup withholding and whether you are a U.S. citizen or U.S. person. If the IRS indicates that there is a problem with the name and number provided by you for the account or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payment to the IRS.

Upon the death of the primary owner, we must be provided with the estate's or successor's TIN or we may either refuse to pay dividends earned on the account since the date of the death or withhold a portion of the dividends that have been earned on the account since the date of the death.

40. We may, without prior notice and when permitted by law, exercise our right of setoff against any of the funds in any of your accounts against any debt (whether or not matured, due, payable, in default or accelerated) or obligation that you owe us, now or in the future.

This right of setoff does not apply if prohibited by law. For example, we will not exercise our right of setoff: (1) against an Individual Retirement Account (IRA) or similar tax-deferred account, or (2) if the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest). We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against your account. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to the exercise of our right of setoff.

We will also have the right to place an administrative hold on such funds pending setoff. We may apply all funds in a joint account to satisfy a debt owed to us by any one or more of the joint owners. In addition, we may, after the death of any account owner, setoff against a joint account or an account with payable-on-death beneficiaries the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner's death.

Moreover, you knowingly consent and expressly agree that our right of setoff includes the setoff of government benefits (such as Social Security and other public benefit funds) deposited in your account to the maximum extent permitted by applicable state and federal law.

41. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
42. An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account must be commenced within one (1) year after the cause of action accrues.
43. You agree to indemnify, defend, and hold us harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Agreement or as a result of your failure to abide by its terms.
44. Your account will be governed by California law to the extent that California law is not inconsistent with controlling federal law.
45. If you choose to appoint an attorney-in-fact or agent to act on your behalf pursuant to a power of attorney ("POA"), we may rely on instructions provided by the attorney-in-fact or agent and will have no liability or responsibility to verify the transactions. The POA must be properly executed, facially valid under California law and the form of appointment must be acceptable to us. In accordance with the terms of the POA, the attorney-in-fact or agent you designate to act on your behalf will be authorized to transact business on your account(s) pursuant to the terms of such POA.

Notwithstanding the foregoing, we reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA. You further agree that unless prohibited by law, we may refuse, with or without cause, to accept or otherwise act under a POA, which you grant to others.

If we choose to accept the POA, you understand and agree that we may act under the terms of such POA and to the extent permitted by law, revocation of the POA will not become effective until we have received written notification thereof. You agree to indemnify and hold us harmless for any claims that may arise against us because of our reliance on a POA.

We are not liable for any transactions by an attorney-in-fact or agent for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the attorney-in-fact or agent, or you are adjudicated incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

46. You agree to pay our costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss.
47. You agree that your telephone communications with us may be monitored and recorded to improve member service and security.
48. You understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information you share or information discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights.
49. **YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.**

#### **ACCOUNT OWNERSHIP AND BENEFICIARY DESIGNATION:**

These rules apply to your accounts depending on the form of ownership

and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any account. We may also refuse to open an account for any reason. We make no representations as to the appropriateness or effect of the ownership and beneficiary designation, except as they determine to whom we pay the account funds. You may open an account either by yourself, referred to as an “individual account,” or with another person or persons, referred to as a “multiple-party account” or a “joint account.” For purposes of this Agreement, we will use the term “joint account.”

1. **Individual Account.** An individual account is an account owned by you alone, which you as the account owner use during your lifetime.
2. **Joint Account.** A joint account is an account owned by two or more persons. All joint owners agree with each other and with us that all sums now paid in or hereafter paid in by any one or all account owner(s), including all dividends thereon, if any, are and will be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.

Being a joint owner of a member’s account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members. However, any non-member joint owner who uses an account, requests or uses a service and signs a Membership and Account Application, agrees to the terms, responsibilities and accompanying liabilities of this Agreement.

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

- To withdraw all or any part of the account funds;
- To pledge the account funds as collateral to us for any obligation, whether that of one or more joint owners;
- To endorse and deposit checks and other items payable to any joint owner;
- To give stop payment orders on any check or item, whether drawn by that joint owner, or not; and
- To close the account, with the disbursement of account proceeds as instructed by the joint owner.

While any owner may change, add or close a joint account and/or a service acting alone, we may require all joint owners to consent in writing to the addition or removal of any owner to or from the account. All owners agree that we have no duty to notify the owners of the account of any transaction, change, addition or closure of an account or service by any owner acting alone.

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

3. **Payable-on-Death Designation.** A payable-on-death (POD) account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their

lifetime, and upon the death of the last account owner, payable first to us to the extent of any outstanding matured or unmatured debts owed to us by you, and second, to your designated POD beneficiary. If the account is a joint account, all sums are payable to one or more account owner(s) during their lives and on the death of all of them, first to us to the extent of any outstanding matured or unmatured debts owed to us by any of you, and second, to your designated POD payee(s). Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship and disbursement will be made in equal shares to each of the beneficiaries. Any POD designation will not apply to Individual Retirement Accounts (IRAs) which will be governed by a separate beneficiary designation. The Credit Union does not have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account. You understand that it is your responsibility (and not ours) to inform any person or organization that he, she or it is a POD beneficiary on your account(s). If a POD beneficiary on the account dies before you, it is your responsibility to notify us and change the account accordingly.

#### 4. **Rights at Death.**

- **Individual Account Without Payable-on-Death Designation.** Upon your death, the funds in the account will go to your estate and can be claimed by your legal representative or claimant subject to the terms of this Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.
- **Individual Account With Payable-on-Death Designation.** Upon your death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of your death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.
- **Joint Account Without Payable-on-Death Designation.** When one owner dies, the funds in the account are owned by the surviving owner or owners of the account, subject to the terms of this Agreement. Upon the death of the final owner the funds in the account belong to that owner's estate and can be claimed by that owner's legal representative or claimant subject to the terms of this Agreement. You understand that it is your responsibility (and not ours) to inform your legal representative(s) about your account(s) with us.
- **Joint Account With Payable-on-Death Designation.** Upon the final owner's death, the POD beneficiary will be entitled to the funds in the account (subject to the terms of this Agreement) upon proof of death and the POD beneficiary's identification. If you designate more than one POD beneficiary on the account, each will be entitled to his or her (or its) equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account, and will own those funds without right of survivorship.

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

**TERMS AND CONDITIONS APPLICABLE TO CALIFORNIA  
UNIFORM TRANSFERS TO MINORS' ACT ACCOUNTS:**

1. The transferor/custodian is opening an account as custodian for the minor named on the UTMA Application Form under the California Uniform Transfers to Minors Act. The transfer of money to the minor named on the UTMA Application Form, which transfer will be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the California Uniform Transfers to Minors Act now in effect or hereinafter amended.
2. You acknowledge that by signing the UTMA Application Form, you have received the funds deposited to the account as custodian for the minor named therein under the California Uniform Transfers to Minors Act and you agree to the applicable terms and conditions set forth in this Agreement as well as the terms and conditions of the UTMA Application Form. You acknowledge and agree that neither the donor of the funds nor the custodian is entitled to the use or benefit of the funds, except for the benefit of the minor as allowed by the California Uniform Transfers to Minors Act. You also acknowledge and agree that we have no duty whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the minor's benefit.
3. For this type of account, the minor's Social Security Number/Tax Identification Number is used for the Backup Withholding Certification.
4. Funds in an UTMA may not be pledged as security for any loan(s).
5. The successor custodian named on the UTMA Application Form will serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.
6. Custodial accounts are not subject to the Multiple Party Accounts law.
7. You, as custodian, agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) we may suffer or incur arising out of any action or claim by any beneficiary with respect to the authority or actions taken by you in handling or dealing with the account.

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

**TERMS AND CONDITIONS APPLICABLE TO TRUST ACCOUNTS:**

1. You may open an account to hold the funds of your trust and be named as trustee on our Trustee(s) Account Agreement and Certification of Trust ("Trustee(s) Account Agreement"). A person named as a trustee on the Trustee(s) Account Agreement has the same rights, responsibilities and liabilities as an owner of an account under this Agreement to open, change, add or close an account or service. Each trustee understands that any trustee acting alone may make changes to the account, transact on the account, and/or close the account, and that his or her signature on the Trustee(s) Account

Agreement or continued use of an account or service confirms his or her agreement to any later change, addition or closure of an account and/or service by any other trustee on the account. While any trustee may change, add to or close the account and/or a service acting alone, we may require all trustees to consent in writing to the addition or removal of any trustee to or from the account. All trustees agree that we have no duty to notify the trustees of the account of any transaction, change, addition to or closure of an account or service by any trustee acting alone.

2. We may require you to provide us with a notarized trust certification confirming your power as a trustee prior to opening the account.
3. We are not required to know, understand, interpret, or enforce the terms of your written trust instrument.
4. You acknowledge that the account is governed by the applicable terms and conditions set forth in this Agreement and by the terms and conditions set forth in the Trustee's Account Agreement that you will be asked to sign when the account is opened.
5. Trust accounts are not subject to the Multiple Party Accounts law.

#### **TERMS AND CONDITIONS APPLICABLE TO FIDUCIARY ACCOUNTS:**

1. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement or as an executor, administrator, conservator, or guardian under court orders. By the authority vested in you as a fiduciary, you are authorized and empowered to transact business of any character in connection with this account. Your authority will continue in force until written notice to the contrary is received by us.
2. If the account is opened as a court-ordered blocked account, you understand and agree that you will file with the court appropriate documentation confirming an agreement with us that the funds in the account, including any dividends, may not be withdrawn or pledged except upon court order.
3. Funds in a fiduciary account may not be pledged as security for any loan(s).
4. Fiduciary accounts are not subject to the Multiple Party Accounts law.

#### **TERMS AND CONDITIONS APPLICABLE TO SOLE PROPRIETORSHIP ACCOUNTS:**

1. If you request to open a sole proprietorship account with us, you affirm that you are the sole proprietor of the sole proprietorship named on the signature card. We may pay out funds with your signature. We may accept and/or endorse checks or other items made payable to you or the sole proprietorship named on the signature card, which we receive for deposit.
2. Funds in a sole proprietorship account may be pledged as security for a loan, subject to our current loan policies.
3. Sole proprietorship accounts are not subject to the Multiple Party Accounts law.

#### **TERMS AND CONDITIONS APPLICABLE TO CORPORATE, PARTNERSHIP AND UNINCORPORATED ASSOCIATION ACCOUNTS:**

1. The person(s) named on the Membership & Account Application, duly authorized to make the certification, certify that at a regularly held meeting the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in you by

the constitution, bylaws or otherwise, any one (1) of the signators, as named on the Membership & Account Application, is authorized and empowered to transact business of any character whatsoever in connection with the account. You certify that the signature(s) appearing on the Membership & Account Application are the genuine signature(s) of said authorized person(s); and that your authority will continue in force until written notice to the contrary is received by us.

2. You may pledge any or all funds on deposit in the account as security for any loan(s) subject to our current loan policies. Further, a pledge of funds by any one (1) of the authorized signators will be binding on the corporation, partnership or unincorporated association.
3. Corporate, partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law.
4. At least one (1) individual associated with the corporation, partnership, or unincorporated association must be a member of the Credit Union within his or her own right in order for the corporation, partnership or unincorporated association to become a member of the Credit Union and open an account.

#### **ABOUT OUR SAVINGS ACCOUNTS:**

1<sup>st</sup> Northern California Credit Union's savings accounts let you deposit your money in a savings account and withdraw your money at any time (with the exception of Individual Retirement Accounts, Holiday Club Savings Accounts, and Term Share Certificate Accounts). Our savings accounts are Prime Share Accounts, Money Market Share Accounts, Holiday Club Accounts and IRA Share Accounts.

1. **Rate Information.** Dividends rates and annual percentage yields are subject to change at any time as determined by the Credit Union Board of Directors.
2. **Account Transfer Limitations.** Withdrawals or transfers out of your savings accounts are limited by federal law. On most savings accounts, we will allow you to make up to six (6) preauthorized, automatic, telephonic, audio response, online banking, or mobile banking transfers to another of your accounts or to the account of any other person or organization during each statement period. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction. If you exceed these limitations in any statement period, we can refuse or reverse the transfer, reclassify or close your account, and charge a fee as stated in the *Cost Recovery Schedule*. Transactions that are not covered by these limitations include (1) transfers from your account to pay a loan with us, and (2) transfers to your other accounts with us or withdrawals by check mailed directly to you, if the transfer or withdrawal is conducted in person, by mail, by messenger or at an ATM. You may also make an unlimited number of withdrawals from your share accounts through AccessLine (our Audio Response telephone banking service), @ccessOnline (our online banking service), and/or @accessMobile (our mobile banking service) if you request that we send you a check.

#### **TERMS AND CONDITIONS APPLICABLE TO PRIME SHARE ACCOUNTS:**

1. A Prime Share Account is our primary savings account which is required to be established by every member.
2. The minimum deposit required to open a Prime Share Account is the purchase of a \$5.00 share.
3. You must maintain a minimum balance of \$100.00 in the account to obtain the Annual Percentage Yield (APY) stated on the *Rate Schedule*.
4. There is no minimum withdrawal amount for transfers or to request

a check.

5. Subject to cash availability, we may require advance notice of not less than forty-eight (48) hours for cash withdrawals exceeding \$500.00.
6. There are no monthly service fees for this account.

#### **TERMS AND CONDITIONS APPLICABLE TO HOLIDAY CLUB ACCOUNTS:**

1. Holiday Club Accounts provide our members with an easy way to save for their holiday expenses.
2. A Holiday Club Account may be opened at any time, and deposits may be made in any manner, including payroll deduction.
3. You must maintain a minimum balance of \$100.00 in the account to obtain the disclosed APY.
4. There are no monthly service fees for this account.
5. The funds deposited into this account are not available for withdrawal until October 2<sup>nd</sup> of each year. On this date, the available account balance will be automatically transferred to your savings or checking account, or be disbursed to you by check, at your option. You will make this election at the time you open a Holiday Club Account.
6. A withdrawal prior to the annual disbursement date stated above will result in the assessment of a Premature Withdrawal Fee.
7. If deposits into this account are by payroll deduction, the account will be automatically renewed unless you terminate the payroll deduction authorization.
8. Funds in a Holiday Club Account may not be pledged as security for any loan(s).

#### **TERMS AND CONDITIONS APPLICABLE TO TERM SHARE CERTIFICATE ACCOUNTS:**

1. **Rate Information.** Our Term Share Certificate Accounts are fixed-rate accounts and are non-negotiable and non-transferable. For current dividend rates and corresponding APY, refer to the *Rate Schedule* found on our website or at any branch location. The dividend rate, APY, term and maturity date for your Term Share Certificate Account will be set forth in the Share Certificate Authorization provided to you when you open such account. You may also call the Credit Union at (888) 387-8632 or visit our website at [www.1stnocalcu.org](http://www.1stnocalcu.org) to obtain current rate information. You will be paid the rates and yields until maturity.
2. **Minimum Balance and Deposit Requirements.** The minimum balance required to open and maintain a Term Share Certificate Account is \$1,000.00. You must maintain this minimum daily balance in your Term Share Certificate Account each day to obtain the disclosed APY and to avoid account closure. If during any day your Term Share Certificate Account balance falls below the required minimum, your Term Share Certificate Account will be subject to closure. Although credited dividends may be withdrawn or transferred at any time without the assessment of an early withdrawal penalty, the disclosed APY assumes that dividends will remain in the Term Share Certificate Account until the Maturity Date. The Maturity Date will be shown on the Receipt provided to you when the Term Share Certificate Account is opened. An early withdrawal will reduce earnings.
3. **Dividends.** Dividends will be compounded daily and will be credited monthly or quarterly, at your option. You will make this election at the time you open a Term Share Certificate Account and we provide you with a Share Certificate Authorization. Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day non-cash items (e.g., checks) are deposited to

the Term Share Certificate Account. If the Term Share Certificate Account is closed before dividends are credited, dividends accrued through the prior business day will be paid, subject to any early withdrawal penalty.

4. **Owner(s) Liability.** Issuance of a Term Share Certificate Account in the name of two or more owners indicates joint ownership and such Term Share Certificate Account is subject to all terms and conditions applicable to joint accounts described in this Agreement.
5. **Transaction Limitations.** Once your Term Share Certificate Account is opened, you may not make deposits into the account until the Maturity Date. All withdrawals of principal before the Maturity Date are subject to early withdrawal penalties, except during the grace period described herein.
6. **Early Withdrawal Penalties.** The Term Share Certificate Account will mature on the Maturity Date set forth in the Share Certificate Authorization. The Credit Union will terminate the Term Share Certificate Account and impose a penalty on the entire balance of the account if a withdrawal of principal is made prior to the Maturity Date. The Credit Union will impose a penalty if a withdrawal of principal is made prior to the Maturity Date, as follows:
  - a. All dividends for ninety (90) days on the amount withdrawn; or
  - b. All dividends on the amount withdrawn since the date of issuance or renewal, whichever is less; or
  - c. If a withdrawal reduces the balance below the required minimum, the Term Share Certificate Account will be closed and a loss of dividends as in (1) or (2) above, whichever is less, will be assessed on the entire amount in the Term Share Certificate Account.

In accordance with Federal Reserve Board Regulations, the Credit Union may charge an early withdrawal penalty of seven (7) days dividends on amounts withdrawn within the first six (6) days after deposit or automatic renewal.

Early withdrawal penalties will not apply to:

- a. Withdrawals of credited dividends.
  - b. Withdrawals made subsequent to the death of any owner of any Term Share Certificate Account.
  - c. Withdrawals made subsequent to termination of membership by the Credit Union.
  - d. Withdrawals made as a result of the voluntary or involuntary liquidation of this Credit Union.
7. **Renewal Policies.** All Term Share Certificate Accounts are automatically renewable at the time of account opening. You will be provided at least thirty (30) days' notice of maturity. Your Term Share Certificate Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term unless you prevent renewal by withdrawing all of the funds in your Term Share Certificate Account at maturity or within a grace period of seven (7) calendar days after maturity. For example, for a Term Share Certificate Account maturing on January 5, you will have until the close of the Credit Union's business day January 12 to withdraw the funds without penalty. If January 12 is not a Credit Union banking day, you will have until the close of the Credit Union's next business day to withdraw the funds without penalty. If the funds are not withdrawn, the Term Share Certificate Account will be renewed for a term equal to or closest to that of the initial term and at the dividend rate and APY in effect at that time for such a term. If automatically renewed, all funds in the Term Share Certificate Account as of the

renewal date are considered to be principal. If the certificate is no longer offered at the time of renewal the funds will be transferred to your Prime Share Account.

8. Funds in a Term Share Certificate Account may be pledged as security for a loan subject to our current loan policies. Further, a pledge of funds in a Term Share Certificate Account by any account owner will be binding on all account owners.

#### **TERMS AND CONDITIONS APPLICABLE TO MONEY MARKET ACCOUNTS:**

1. Money Market Accounts are subject to a tiered variable rate. For the current dividend rate and corresponding APY, refer to the *Rate Schedule* found on our website or at any branch location.
2. There is no minimum deposit required to open a Money Market Account.
3. You must maintain a minimum daily balance of \$2,500.00 to obtain the disclosed Money Market APY. If the account balance is reduced below the minimum daily balance required to earn the disclosed Money Market APY, the account will start earning the dividend rate for disclosed for a Share Savings Account.
4. Funds in a Money Market Account may not be pledged as security for any loan(s).
5. There are no check writing privileges on Money Market accounts.
6. There are no monthly service fees for this account.

#### **TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT (IRA) SHARE ACCOUNTS:**

1. We offer IRAs to encourage our members to save for their retirement years. For the current dividend rate and corresponding APY, refer to the *Rate Schedule* found on our website or at any branch location.
2. An IRA is subject to the applicable terms and conditions set forth in this Agreement as well as the terms and conditions set forth in the Traditional IRA Application and related disclosures which by this reference is incorporated into this Agreement in its entirety. When you open your IRA, the Traditional IRA Application and related disclosures will be provided to you in accordance with applicable law.
3. There is no minimum deposit required to open an IRA or to obtain the disclosed APY.
4. You may not pledge any of the funds on deposit in the account as security for any loan(s).
5. Certain federal and state penalties may apply to amounts withdrawn from IRAs. These are set forth in applicable federal and state laws and regulations, which are incorporated herein by this reference.
6. Funds in an IRA will be considered abandoned and will be turned over to the state if you have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
  - a. Increased or decreased principal;
  - b. Accepted payment of principal or income (dividends);
  - c. Communicated with us concerning the funds or otherwise indicated an interest therein.
7. IRAs are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please refer to your Traditional IRA Application and related disclosures for additional information.

#### **ABOUT OUR CHECKING ACCOUNTS:**

1<sup>st</sup> Northern California Credit Union offers checking accounts that let you withdraw your money and write checks against your account at any time.

1. There is no minimum deposit required to open a checking account. Our checking accounts are designated as variable rate accounts on

- the *Rate Schedule*. Rates and APYs are subject to change at any time.
2. No minimum balance requirements apply to this account in order to avoid the imposition of a monthly service fee. Members with 5 NSF occurrences within 12 rolling months pay a monthly fee as stated in the *Cost Recovery Schedule*.
  3. You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed APY.
  4. We may, at our discretion, but are not obligated to, nor will we be liable for, refusal to pay funds from this account:
    - a. When such payment would draw the account below the minimum balance for the account as established from time to time by us.
    - b. If drawn by means not authorized in advance by us.
    - c. Against checks presented over six (6) months past their issue dates.
    - d. Against uncollected non-cash items.
  5. We may pay and charge to your applicable account checks or other debit items (“items”) drawn by and payable to any person, organization, association or corporation whom you have authorized by providing sample Magnetic Ink Character Recognition (MICR) encoded information identifying your account, provided there are sufficient funds in your account to pay such items. You agree that our rights in respect to such items will be the same as if it were an item drawn and signed by you personally. This authority will remain in effect until revoked by you in writing (to us and to the agency to whom the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we will be fully protected in honoring such items. You further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, we will have no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to you of any kind.
  6. You, or any joint owner on the account, may request a stop payment of any check payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. You may request a stop payment through our automated telephone banking system, our online banking system, or you may ask us orally. Your stop payment request must include the account number, check number, exact amount, check date, and name of payee. This information must be exact because stop payment orders are processed using automated means. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. A stop payment fee will be assessed for each stop payment as set forth in our *Cost Recovery Schedule*. If you make a stop payment request orally, the request will be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests will be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order is in effect. We are not obligated to notify you when a stop payment order will or has expired. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You agree to indemnify, defend, and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys’ fees) arising out of or relating to our action in stopping payment of any check pursuant to your request. You may not stop payment on completed electronic

point-of-sale transactions, cashier's checks, certified checks or checks issued or guaranteed by us.

We are not liable if we pay a check which you have requested us to stop payment on as long as we act in good faith and exercise ordinary care. In any event, any damages that we might otherwise be liable for shall not exceed the amount of the involved check. If we do pay a check for which you have requested stop payment and as a result any other item is returned unpaid by us due to nonsufficient funds, we are not liable for any consequences resulting from such action.

7. Your death or incompetence will not revoke our authority to accept, pay or collect a check or to account for proceeds of its collection until we know of the fact of death or adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge, we may for ten (10) days after the date of death or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account. We must be notified if any of you die or become incapacitated.
8. We are neither given notice, or otherwise affected by, a restrictive endorsement of any person or entity except our immediate transferor.
9. You agree that in the event you draw a check on your account with us, that you will indemnify and hold us harmless from any liability you incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by you or a prior endorser that obscure any depository endorsement placed by us or our agent.
10. We may recognize the signature of anyone who signed the Membership and Account Application as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts (for which all of you will be liable) and endorsement of checks payable to any owner of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by any account owner whether or not the account owner participated in the transaction or benefitted from its proceeds.
11. Funds in checking accounts may not be pledged as security for any loan(s).
12. You will notify us immediately at (888) 387-8632 if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.
13. You acknowledge that we do not sell checks. As a convenience to you, we will submit your initial check order and any reorders for personalized checks ordered through us to our approved check vendor. If the check vendor accepts the initial order and any re-orders, the check vendor will mail the checks either directly to you or to you in care of us. You authorize us to charge your checking account for the cost of checks ordered through us, plus applicable sales tax and shipping costs at the fee set forth in the *Cost Recovery Schedule*. You are responsible for verifying the accuracy of all information shown on your checks, whether you order them through us or elsewhere. You agree to imprint only the names of joint account owners on your checks.
14. We may provide you with temporary checks that include the exact MICR line, including routing number and account number, necessary for the proper processing of your checks. You are responsible for ensuring that any checks you use to draw on your account include this same MICR encoding. You understand that it is your responsibility to ensure that checks you order from any third party printer are printed in accordance with applicable standards set by the American National Standards Institute (ANSI) for font, paper,

toner, and positioning. You understand that if checks you write do not have the correct routing number, they may not be properly posted, and that if any other part of the encoding is incorrect, posting of the checks may be delayed. If you fail to include proper MICR encoding on your checks and this results in any such check being manually processed by us, then you will pay a fee as set forth in the *Cost Recovery Schedule*.

15. Paid checks remain the property of the Credit Union upon payment and are not returned to you with periodic statements. Checks are imaged on both sides and stored for seven (7) years from date of posting. You may request and we will provide you with a copy of a requested item within a reasonable time. Imaged checks are also available on our online banking system. We will not charge you for the first two (2) copies of items you request appearing on any statement. Additional copies will be subject to an assessment of a fee as set forth in our *Cost Recovery Schedule*. If you have not ordered your 1<sup>st</sup> Northern California Credit Union checks through our approved check vendors, you understand and agree that we are not responsible for the quality of any check copy that you request from us. If at any time you should use checks printed by a check vendor that was not approved by us, we reserve the right to reject any check of poor quality.
16. You authorize us to accept and pay any check without regard to the date of the check. You understand that post-dating a check will have no effect on whether or not it is honored prior to or after the date of any such check. In addition, we are under no obligation to pay a check which is presented more than six (6) months after its date (a stale-dated check). You agree that we are not required to identify post-dated or stale-dated checks or seek your permission to pay them. We may pay or refuse to pay any post-dated or stale-dated check or other item presented for payment on your account without any liability. We may also assess a special handling charge upon receipt of any such item in accordance with our *Cost Recovery Schedule*.
17. All checks written on your account must be drawn in U.S. dollars.
18. Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.
19. Checking accounts with no activity for ninety (90) consecutive days or more will be considered inactive and may be closed by the Credit Union.

## **PART II: OVERDRAFT PROTECTION PROGRAMS**

**GENERAL.** You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments you have authorized), as your available balance (discussed in more detail below) will not reflect these transactions until they are paid from your account.

“Overdrawing” your account means that there are not sufficient available funds in your account to pay for a transaction. Some transactions that can result in an overdraft in your checking account include, but are not limited to: (1) the payment of checks, electronic fund transfers, telephone-initiated transfers, preauthorized payments under our Bill Pay Service, or other withdrawal requests authorized by you; (2) the return (unpaid) of items deposited by you; (3) the assessment of service charges by us; or (4) the deposit of items that are treated as not yet “available” according to our Funds Availability Policy.

**PAYMENT OF OVERDRAFTS.** We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for our costs of collection. We may close, without notice, any account with excessive insufficient funds activity, and report the account to a consumer reporting agency.

We assess a fee for each item that is paid through the Overdraft Transfer Service described below. We also assess a fee for each item we do not pay which would have resulted in an overdraft had we paid it. If we return an item, we will charge a Non-sufficient Funds (NSF) Fee. Refer to the *Cost Recovery Schedule* for a listing of fees, which is updated periodically.

We recommend that you enroll in one of the optional overdraft protection plans described below. These plans can help you avoid overdrafts and returned items. Refer to the “Optional Overdraft Protection Plans” section below for more information.

**YOUR CHECKING ACCOUNT BALANCE.** Your checking account has two kinds of balances: the “actual” balance and the “available” balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your actual balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered available for transactions on your account. The actual balance may also be referred to as your “Balance” when using any of our electronic services, such as telephone banking, online banking, mobile banking or at Credit Union-owned ATMs. Your actual balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending or pending deposits that are subject to holds under our Funds Availability Policy. While the term “actual” may sound as though the dollar amount you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your actual balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you have an actual balance of \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, we will place a “hold” on your account for \$20 (referred to as an “authorization hold”). Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant’s preauthorization request that resulted in an authorization hold on \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will post the transaction to your

account and your actual balance will be reduced by the amount of the posted transaction.

We use your available balance to determine when your account is overdrawn. The following example illustrates how this works:

Assume your actual and available balance are both \$50, and you use your debit card at a merchant for \$20. If the merchant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in your account, so your available balance is only \$30. Your actual balance would remain \$50. Before the merchant charge is sent to us for payment, a check that you wrote for \$40 clears. Because your available balance is only \$30 (due to the authorization hold of \$20), your account will be overdrawn by \$10, even though your actual balance is \$50. In this case, we may pay the \$40 check if you have enrolled in one of our optional overdraft protection plans, and you will be charged an Overdraft Transfer Fee as set forth in our *Cost Recovery Schedule*. That fee will be deducted from your account, further increasing the overdrawn amount.

Your account is considered overdrawn when the available balance in your account is negative (less than \$0). **YOU ACKNOWLEDGE 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 WANT TO MAKE.** This is because your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our 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, including but not limited to car rental transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid from your account. Refer to the section entitled "Authorization Holds for Debit Card Transactions" below for information about how authorization holds affect your available balance.

Finally, your available balance may not reflect the most recent deposits to your account. Refer to our Funds Availability Policy for information regarding the availability for withdrawal of your deposits.

**HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT.** There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

We can receive credit and debit transactions in different forms at various times each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law. We determine the order in which we process and post credits and debits to your account based on a number of factors.

We may pay or authorize some transactions, and decline or return others, in any order we deem appropriate to the extent permitted by law. When the available balance in your account is not sufficient to cover all of the transactions presented that day, some posting orders can result in more

returned items and more overdraft and returned item fees than other posting orders.

Some items are received by us individually and others are received in batches at various times each business day. Items that we currently receive individually include ATM withdrawals, point-of-sale (POS) transactions, and teller transactions. These individual items are generally posted to your account as they are received by us each business day. Items that we currently receive in batches include checks drawn on your account presented by other financial institutions, "on us" checks, and ACH and debit card transactions. If multiple checks are presented on any given day, they are cleared from lowest dollar amount to highest dollar amount. We generally post batched transactions as they are received throughout each business day (subject to certain exceptions). For non-check batched transactions we receive at the same time on a particular business day, we will generally post those non-check batched in the order received.

The order in which items are posted to your account will depend on a number of factors. For example, in connection with our item posting process, we reserve the right to: (i) establish different categories of items, (ii) establish a posting order for each category of item(s), (iii) establish different posting orders for items within each category, and (iv) change the timing of when items are posted during the day and whether they are posted individually or in batches. Except to the extent limited by applicable law, we have the right to change any of the factors described in (i), (ii), (iii) and (iv) listed above at any time without notice to you.]

#### **AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS.**

When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is swiped before your actual transaction amount is known, such as at a restaurant or gas station (e.g., at a restaurant, you may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until

the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than three (3) business days (or for up thirty (30) business days for certain transactions).

**OPTIONAL OVERDRAFT PROTECTION PLANS.** We offer two optional overdraft protection plans: an Overdraft Transfer Service where funds from a linked savings account are used for overdraft protection, and a Personal Line of Credit (“PLOC”) loan account where your line of credit is used for overdraft protection. If you qualify for these optional services, we will look first to the Overdraft Transfer Service or PLOC (whichever you choose) when your account is overdrawn.

- **Overdraft Transfer Service.** With this service, you authorize us to make transfers of available funds automatically from your linked savings account to cover overdrafts in your checking account. Transfers from your linked savings account are made in increments of \$10.00, then whatever is required to pay the item, plus the amount of the Overdraft Transfer Fee.

Pursuant to applicable law, each transfer counts as one of the six (6) limited transactions you are allowed each month from your regular savings or money market account. You must enroll in the Overdraft Transfer Service. You may enroll by completing an application online or in writing. Overdrafts paid by the Overdraft Transfer Service are subject to a per-transfer Overdraft Transfer Fee as set forth in the *Cost Recovery Schedule*.

We will not transfer more than the available account balance in a linked savings account, even if the amount of the overdraft is more than the available amount. If the available balance in the linked savings account is not enough to pay the transactions you have initiated on any day, we will return the item, and NSF Fees will be charged.

If you have a PLOC, any transactions that are not paid by the Overdraft Transfer Service will be subject to the rules outlined in the Personal Line of Credit section below. If you do not have a PLOC account, any transactions that are not paid by the Overdraft Transfer Service will be returned, and NSF Fees will be charged. See below for further details.

- **Personal Line of Credit.** If you do not have enough funds available in your linked savings account to cover overdrafts in your checking account, then funds will be advanced from your PLOC. This is a revolving line of credit, which is available to members meeting certain credit requirements. If you are approved for a PLOC, you will be provided with our Open-End Credit Agreement & Federal Disclosure Statement which contains the terms and conditions applicable to the PLOC. With this plan, you authorize us to automatically advance the exact amount of your overdraft, up to your credit limit. We will not transfer more than the available credit (as of the end of the previous business day) on a PLOC account, even if the amount of the overdraft is more than the available amount. If you do not have sufficient available credit, no funds will be advanced from the PLOC. Overdrafts paid by an advance on your PLOC are not subject to a fee.

If you are not eligible for any of the optional overdraft protection plans, your items will not be paid, they will be returned, and an NSF Fee will be charged for each item returned.

The foregoing describes how our optional protection plans work. Transfers will appear on your periodic statements for each applicable account.

**TERMINATION OF OPTIONAL OVERDRAFT PROTECTION PLANS.** We may terminate optional overdraft protection services at any time with or without notice to you. Any owner of the checking account, any owner of a linked account used for overdraft protection, or any borrower on a PLOC account used for overdraft protection may cancel overdraft protection in person, by calling the Credit Union at (888) 387-8632, or in writing at 1<sup>st</sup> Northern California Credit Union, P.O. Box 509, Martinez, CA 94553. Cancellation will be effective after we have received notice and have had a reasonable time to act on it.

### **PART III: FUNDS AVAILABILITY POLICY**

Our policy is to make funds from your cash and check deposits available to you on the first (1<sup>st</sup>) business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once deposited funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth (5<sup>th</sup>) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate (proprietary ATMs). All ATMs that we own or operate are identified as our machines. Funds from any deposits (cash or checks) made at proprietary ATMs may not be available until the second (2<sup>nd</sup>) business day after the day of your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 p.m. Pacific Standard 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 2:00 p.m. Pacific Standard 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 (1<sup>st</sup>) business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth (5<sup>th</sup>) business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first (1<sup>st</sup>) business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first (1<sup>st</sup>) business day after the day of your deposit, 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 or electronically deliver the notice, if you have agreed to receive notices from us in an electronic format, by the business day after we receive your deposit.

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

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

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six (6) months.

5. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eighth (8<sup>th</sup>) business day after the day of your deposit.

#### **Special Rules For New Accounts:**

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

1. Funds from electronic direct deposits to your account will generally be available on the same business day we receive the deposit.
2. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will generally be available on the first (1<sup>st</sup>) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth (9<sup>th</sup>) 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 \$5,000 will not be available until the second (2<sup>nd</sup>) business day after the day of your deposit.
3. Funds from all other check deposits will be available on the fifteenth (15<sup>th</sup>) business day after the day of your deposit.

#### **Special Notice Regarding Endorsement Standards:**

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

We will not be responsible for any damages incurred in the event you deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by you or a prior endorser on the back of the check.

In the event that you draw a check on your checking or loan account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

## **PART IV: ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE**

This Part IV of the Agreement sets forth the terms and conditions governing electronic fund transfers. Electronic fund transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, mobile banking, direct deposits, automated teller machines (ATMs), debit card and automated telephone banking. Your acceptance, retention, or use of an ATM Card, debit card, Personal Identification Number (PIN) or other EFT hereunder constitutes an agreement between us and you as described below.

These disclosures are given by us in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693 et seq.) and Regulation E (12 CFR 1005 et seq.) to inform you of certain terms and conditions for use of the electronic services described in this Agreement.

At the present time, we offer the following electronic services:

- Preauthorized deposits of net paycheck;

- Payroll deductions;
- Preauthorized deposits of pension checks and federal recurring payments (for example, Social Security payments);
- Preauthorized withdrawals for bill payments and other recurring payments (Bill Pay Service);
- Automated Teller Machine (ATM) EFT services at Credit Union-owned (proprietary) ATMs and on Shared Network ATMs such as the CO-OP Network, STAR, and such other systems as may be added from time to time;
- Visa Credit Card cash advances at ATMs on the Visa network;
- Automated Telephone Banking (AccessLine);
- Online Banking (@accessOnline);
- MasterCard Debit Card;
- Electronic Check Transactions;
- Transactions at a Point-of-Sale (POS) terminal whether or not an access device is used;
- Mobile Banking (@accessMobile); and
- Mobile Deposit (eDeposit).

We reserve the right to offer new electronic services in the future. General disclosures applicable to all electronic services offered by us is given below, with certain specific disclosure information for each service following in separate sections. Your use of the electronic services is subject to our approval.

## **GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES**

### **Business Day Disclosure:**

Our business days are Monday through Friday, except federal holidays. Our business hours are 9:00 a.m. to 4:00 p.m. Pacific Standard Time, Monday through Wednesday, 9:00 a.m. to 6:00 p.m. Pacific Standard Time on Thursdays, and 9:00 a.m. to 5:00 p.m. Pacific Standard Time on Fridays. Branch hours and holiday schedules may be obtained through our website ([www.1stnocalcu.org](http://www.1stnocalcu.org)) or by contacting us at (888) 387-8632. Our proprietary ATMs are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. Proprietary ATMs located inside government office buildings are generally only available during the hours such government office buildings are open. Automated telephone banking, online banking and the Bill Pay Service are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

### **Disclosure of Account Information to Third Parties:**

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. We will disclose information to third parties about your account or transfers you make in the following circumstances:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency, court order, or any legal process; or
4. If you give us permission in writing.

### **Right to Receive Documentation of Transactions:**

1. **Terminal Transfers.** In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us. Federal

law provides that for certain small dollar transactions at merchant locations, you may not receive a receipt.

2. **Periodic Statements.** You will receive a monthly account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.
3. **Online Banking Transactions.** You may print a record of any individual transaction conducted through online banking at any time after the transaction is completed. You may also subsequently contact us to request a record for any such transaction provided it is no more than ninety (90) days from the date of the transaction. A fee may be charged for such a paper copy as set forth in the *Cost Recovery Schedule*.

#### **Personal Identification Numbers (PIN):**

You understand that you cannot use your ATM Card, MasterCard Debit Card and certain other electronic services we offer without an applicable identification number, such as a username and/or password, which we collectively refer to as a PIN. You are responsible for the safekeeping of your PIN provided by us or selected by you and for all transactions by use of a PIN. You are responsible for the safekeeping of your PIN(s) provided by us or selected by you and for all transactions by use of a PIN. Your use of a PIN is your authorization to us to withdraw funds from your savings account or checking account to cover such transactions. Your PIN(s) is confidential and should not be disclosed to third parties or recorded. You will notify us immediately and send written confirmation if your PINs are disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the PIN immediately to prevent transactions on your account(s) if anyone not authorized by you has access to the PIN. If you disclose your PIN(s) to anyone, however, you understand that you have given them access to your account(s) and you are responsible for any such transaction. If you authorize anyone to use your PIN in any manner that authority will be considered unlimited until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed.

#### **Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting:**

You are responsible for all transfers you authorize using the electronic services described in this Agreement. If you permit other persons to use your ATM Card or MasterCard Debit Card (collectively, "Card"), or any of your PINs for any electronic service (collectively, "PIN"), you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us AT ONCE if you believe your Card and/or PIN for any electronic service have been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft Personal Line of Credit, if you have one, and/or the funds in a linked account pursuant to the Overdraft Transfer Service). However, if you believe your Card and/or PIN have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card and/or PIN to access your account without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card and/or PIN and we can prove we could have stopped someone from using your Card and/or PIN without your permission if you had told us, you could lose as much as \$500.

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

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

**SPECIAL NOTICE TO MASTERCARD DEBIT CARDHOLDERS:**

If there is an unauthorized use of your MasterCard Debit Card then your liability will be zero (\$0.00) so long as:

1. You exercised reasonable care in safeguarding your MasterCard Debit Card from risk of loss or theft;
2. You have not reported two (2) or more incidents of unauthorized use within the preceding twelve (12) months; and
3. Your account is in good standing.

If you cannot meet these requirements then 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. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than sixty (60) days after your statement was mailed to you. This provision limiting your liability does not apply to either MasterCard commercial cards or ATM cash disbursements.

**How to Notify the Credit Union in the Event of an Unauthorized Transaction:**

If you believe your Card and/or PIN have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must telephone us at: (925) 228-7550, or write us at: 1<sup>st</sup> Northern California Credit Union, P.O. Box 509, Martinez, CA 94553, Attention: Member Services.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**In case of errors or questions about your electronic services transactions:**

In case of errors or questions about your electronic services transactions, telephone us at (888) 387-8632, or write to us at 1<sup>st</sup> Northern California Credit Union, P.O. Box 509, Martinez, CA 94553 as soon as you can, if you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on your periodic statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST periodic statement on which the problem or error appeared. You must:

1. Tell us your name and account number;
2. Describe the error or the transaction you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information; and
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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate

your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (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. Your account is considered a “new account” for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

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. If we provisionally credited your account, we will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

### **Our Liability for Failure to Make or Complete Electronic Fund Transfers:**

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

1. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;
2. Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to complete the transaction(s);
3. The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
4. We received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner);
5. The ATM or network system was not working properly and you knew about this breakdown when you started the transaction;
6. The ATM where you were conducting the transaction did not have enough cash or cash in the denominations you requested;
7. Your Card(s) has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip or chip, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, or is retained by us at your request.
8. Any of your PINs have been repeatedly entered incorrectly;
9. The transaction would exceed an unused line of credit (e.g., your Personal Line of Credit limit or Visa Credit Card limit);
10. Our failure to complete the transaction or the placement of a block on your account is done to protect the security of your account and/or the electronic terminal system;
11. You make an error in keying your deposit at an ATM or through the Online Banking system (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result);
12. The payee mishandles or delays a payment sent by the Bill Pay Service;

13. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or
14. You have not provided our Bill Pay Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be debited from your account, or caused funds from your account to be transferred to a person or entity which does not comply with your instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

**THE FORGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.**

**Fees for Electronic Fund Transfers:**

All fees associated with your EFTs are disclosed in our *Cost Recovery Schedule*. Any fees charged will be deducted from the account from which the EFT occurred. The Credit Union reserves the right to increase or add new fees at a future date after we give you notice of such fees as required by law.

If you have been issued an additional card (whether an ATM Card, MasterCard Debit Card or Visa Credit Card) for a joint owner or authorized user on your account, any applicable transaction fees outlined in our *Cost Recovery Schedule* will be based on combined transactions. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged to your account within two (2) business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your monthly statement.

If you use an ATM that is not operated by us, you may be subject to additional fees imposed by another financial institution, merchant and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer. This practice is known as “surcharging” and is in addition to any ATM fees charged by us.

**Electronic Fund Transfer Limitations:**

Withdrawals or transfers out of your savings accounts are limited by federal law. On most savings accounts, we will allow you to make up to six (6) preauthorized, automatic, telephonic, audio response, online banking, or mobile banking transfers to another of your accounts or to the account of any other person or organization during each statement period. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction. If you exceed these limitations in any statement period, we can refuse or reverse the transfer, reclassify or close your account, and charge a fee as stated in the *Cost Recovery Schedule*. Transactions that are not covered by these limitations include (1) transfers from your account to pay a loan with us, and (2) transfers to your other accounts with us or withdrawals by check mailed directly to you, if the transfer or withdrawal is conducted in person, by mail, by messenger or at an ATM.

Each transfer or payment through online banking from your savings account is counted as one of the six (6) limited transfers you are permitted

each statement period. We recommend that you not use a savings account as your bill payment account because of these limits on transfers.

**Verification:**

All transactions affected by use of ATMs, POS terminals, Automated Telephone Banking, Electronic Check Transactions, online banking, mobile banking or other electronic transaction contemplated hereunder which would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of an Electronic Check Transaction, the Card and/or PIN, or as otherwise authorized under this Agreement.

**Change in Terms:**

We may change the terms and fees for the services described in this Agreement and may amend, modify, add provisions to, or delete provisions from this Agreement from time to time. If you have an account with us through which EFTs are being processed, you will receive written notice of the change in terms at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law. Further, the Credit Union may, from time to time, revise or update the programs, electronic services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the programs, electronic services, and/or related material(s) and limit access to the Credit Union's more recent versions and updates.

**Termination of Electronic Services:**

You may, by written request, terminate any of the electronic services provided for in this Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. We reserve the right to terminate this Agreement and your access to the electronic services, in whole or in part, at any time and for any reason. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing as defined in our Member Conduct and Limitation of Services Policy. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your account(s) to cover any fees and other transfers and debits. If you ask us to terminate your account or your access to any of the electronic services, you will remain liable for subsequent transactions performed on your account. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

**Notice and Communications:**

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through online banking if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address. You may notify us in person at any of our offices, via online banking or by sending a written and signed notice to 1<sup>st</sup> Northern California Credit Union, P.O. Box 509, Martinez, CA 94553, Attention: Member Services Department.

**Collections:**

You agree that we will be entitled to recover any money owed by you as a result of your use of, or the use of anyone you have provided with access to, any of our electronic services and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. We have a security interest in your present and future deposits and have the right to apply such deposits to any money you owe. If any

legal action is required to enforce any provision of this Agreement or to collect money you owe, you agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing our rights under this Agreement.

**Severability:**

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

**Governing Law:**

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement will be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

**No Waiver:**

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

**Relationship to Other Disclosures:**

The information in this Part IV applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised by us from time to time, continue to apply, except to the extent expressly modified by this Agreement.

**Account Access:**

Your accounts, ATM Card, MasterCard Debit Card, and any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. You understand that you may not utilize your accounts, ATM Card, MasterCard Debit Card, or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but are not limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

**Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA):**

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or banking relationship with us. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.

**Assignment:**

You may not assign this Agreement to any other party. The Credit Union may assign this Agreement at any time in its sole discretion. The Credit Union may also assign or delegate any of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**Headings:**

Headings are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

**DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:**

YOU UNDERSTAND AND AGREE THAT THE ELECTRONIC SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ELECTRONIC SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ELECTRONIC SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ELECTRONIC SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ELECTRONIC SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY YOU FROM THE ACCOUNTS OR THAT THE ELECTRONIC SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR YOUR INABILITY TO USE THE ELECTRONIC SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY YOU FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ELECTRONIC SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF THE CREDIT UNION HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Your Agreement to Indemnify us:**

Except to the extent that the Credit Union is liable under the terms of this Agreement, you agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement by you;
- your violation of any law or rights of a third party; or

- the provision of the electronic services or use of the electronic services by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of the electronic services by you or a joint account owner or other authorized person.

**Copy Received:**

You acknowledge receipt of a copy of this Agreement.

**ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED DEPOSITS:**

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company (from your employer, the federal government or other payer), the following information applies to you:

**Account Access:**

Preauthorized deposits may be made only to your savings, Money Market, club and checking accounts.

**Notification of Preauthorized Deposits:**

If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us at (888) 387-8632 and we will advise you whether or not the preauthorized deposit has been made. You may also use online banking to confirm whether or not the deposit has been made.

**Documentation of Preauthorized Deposits:**

Generally, you will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made.

**Direct Deposits:**

If, in connection with a direct deposit plan, we deposit any amount in an account which we are later required to return to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES:**

If you have requested a preauthorized payment to a third party from any Credit Union account, the following applies to you:

**Account Access:**

Preauthorized payments may only be made from your checking account(s). If your preauthorized payment due date is scheduled to occur on a non-business day it will be sent out the next business day unless the payment due date is the last calendar day of the month in which case the preauthorized payment will occur on the last business day of the month.

**Right to Receive Documentation of Preauthorized Payment:**

1. **Initial Authorization:** You can get copies of the preauthorized payment documentation from the party receiving the payment at the time you give them the initial authorization.
2. **Notice of Varying Amounts:** If your preauthorized payment may

vary in amount, the party who will receive the payment is required to tell you ten (10) days before each such payment when it will be made and how much it will be. You may agree with the party being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

- 3. Periodic Statement:** You will receive a monthly statement for each month in which a transfer is made, but at least quarterly if no transfers are made.

**Right to Stop Preauthorized Payment:**

If you want to stop a preauthorized payment or revoke a preauthorized payment authorization, you must call us at (888) 387-8632, or write to us at 1<sup>st</sup> Northern California Credit Union, P.O. Box 509, Martinez, CA 94553, in time for us to receive your stop payment request no less than three (3) business days or more before the next payment from your account 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. An oral request to stop payment ceases to be binding after fourteen (14) days if you have not provided us with any required written confirmation of your request. We will charge you for each stop payment order you give pursuant to our current *Cost Recovery Schedule*. Such stop payment request will apply only to that particular payment. If you have given us a request to cancel the entire preauthorized payment authorization, you understand and agree that you must also contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.

**Our Liability for Failure to Stop Payment:**

If you order us to stop one of your preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

**ADDITIONAL DISCLOSURES APPLICABLE TO AUTOMATED TELEPHONE BANKING (ACCESSLINE):**

Automated Telephone Banking is a service that allows you to perform electronic fund transfers and account balance inquiries without assistance from our staff. We refer to this service as AccessLine. You will actually “talk” directly with our computer through the use of a touch-tone phone.

**AccessLine Personal Identification Number (PIN):**

Before you can use AccessLine you must request the service and then we will provide you with a AccessLine PIN for access. You are responsible for the safekeeping of your AccessLine PIN provided by us, or as changed by you, and for all transactions made by use of AccessLine. This PIN will be different from your ATM or MasterCard Debit Card PIN.

You must notify us immediately by phone and send written confirmation if your AccessLine PIN is disclosed to anyone other than any joint owner of your account. You understand and agree that you must change your AccessLine PIN immediately to prevent transactions on your account if anyone not authorized by you has access to your AccessLine PIN. If you disclose your AccessLine PIN to anyone, however, you understand that you have given them access to your account(s) via AccessLine and that you are responsible for any such transactions. You further understand that your AccessLine PIN is not transferable and you will not disclose your AccessLine PIN or permit any unauthorized use thereof. If the wrong PIN is entered three (3) times consecutively, your access to AccessLine will be restricted and you will need to contact us to restore access. We are authorized to act on any instructions received under your AccessLine PIN.

### **Types of Available Transactions:**

You may use AccessLine to:

1. Make transfers between your savings and checking accounts;
2. Make inquiries regarding account and loan balances;
3. Obtain loan payment due date and pay off information;
4. Make loan payments by transferring the amount of the payment due from your savings or checking account;
5. Request a withdrawal from your savings and checking accounts (except from IRAs or from the principal of a Term Share Certificate Account) by Credit Union check;
6. Access your Personal Line of Credit account to request loan advances;
7. Verify cleared checks;
8. Obtain dividend and loan interest information; and
9. Place stop payment requests.

We may offer additional services in the future and, if so, you will be notified of them.

### **Limitations on Frequency and Dollar Amount of Transactions:**

Account withdrawals to you through AccessLine are unlimited to the extent you have funds available in your account(s), or available credit from your Personal Line of Credit or Visa credit card account, and there are no dollar limitations on transfers. However, the frequency of telephone transfers is limited pursuant to federal law as disclosed in this Agreement.

For security reasons, in the event your AccessLine PIN is lost or stolen there may be restrictions on transactions you can conduct using the service.

### **Withdrawal Checks:**

Credit Union checks are prepared for withdrawals requested using AccessLine. We will mail these checks to you at your last address of record. Checks requested before 2:00 p.m. Pacific Standard Time on any business days will be mailed on the same day. Transactions completed after 2:00 p.m. Pacific Standard Time on any business day will not be mailed until the following business day.

### **ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE BANKING AND THE BILL PAY SERVICE:**

Online Banking is our electronic banking service that allows access to your accounts without assistance from our staff by using our Internet website and your online banking PIN. We refer to our online banking system as @accessOnline. @accessOnline is available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. The Bill Pay Service is an electronic method of paying bills. You must have a checking account with us to use this service. If you would like to take advantage of these online services, visit our website and enroll with your eligible Credit Union accounts. Additional disclosures and specific terms and conditions for using online banking and the Bill Pay Service will be provided when you enroll.

### **ADDITIONAL DISCLOSURES APPLICABLE TO MOBILE BANKING:**

Mobile Banking (@accessMobile) is a personal financial information management service that allows you to access your Credit Union account information, products and services similar to @accessOnline and engage in such other financial transactions using compatible and supported mobile devices. All features and services available through @accessOnline may not be available via @accessMobile. @accessMobile is subject to the terms and conditions of the @accessMobile End-User Agreement, which will be provided to you when you enroll.

## **ADDITIONAL DISCLOSURES APPLICABLE TO MOBILE DEPOSIT:**

Mobile Deposit (eDeposit) is designed to allow you to make deposits to your designated eligible accounts using a compatible mobile wireless device to photograph an image of an original paper check that is drawn on or is payable through a United States financial institution and to electronically submit a digital image of such paper check to us. The eDeposit service is subject to the terms and conditions of the Mobile Remote Deposit Capture Agreement, which will be provided to you when you enroll in the service.

## **ADDITIONAL DISCLOSURES APPLICABLE TO ATM CARDS AND MASTERCARD DEBIT CARDS:**

In this section, "Card" refers to your 1<sup>st</sup> Northern California Credit Union ATM Card or MasterCard Debit Card and any duplicates, renewals, or substitutions the Credit Union issues to you, unless otherwise noted. The disclosures in this section apply to the use of your Card to conduct EFTs, including, but not limited to, use of the Card at ATMs and POS terminals. By use of your Card at ATMs and participating POS terminals, you authorize us to make withdrawals from your designated account for cash advances and/or purchases. Access to ATMs is through the use of a Card and a PIN.

### **Account Access:**

You may use your Card to withdraw cash from your checking account by way of a cash advance from merchants, financial institutions, or others who honor the Card and/or to pay for purchases. However, we are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the Card, to complete a transaction, or for their retention of the Card. You understand that your Card is not a credit card and does not provide "credit" which means that you may not defer payment of Card transactions.

If you are issued a MasterCard Debit Card, it will be linked to your checking account. If you are issued an ATM Card, it can be linked to either a savings or checking account. An ATM Card may be used at ATMs and, if your ATM Card is linked to your checking account, it may also be used at POS terminals at any business establishment where the ATM Card is accepted.

In addition to the available ATM transactions described below, you may use your MasterCard Debit Card without the PIN to:

- Purchase goods or services at places that accept MasterCard Debit Cards;
- Order goods or services by mail, telephone or the Internet from merchants who accept MasterCard Debit Cards; and
- Make automatic payments from your checking account to pay bills or other charges, provided 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 a MasterCard Debit Card, the account number on the MasterCard Debit Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, ATMs or others who honor the MasterCard Debit Card is an order by you for the withdrawal of the amount of the transaction from your checking account and is authorization to the Credit Union to provide account balance information, make the requested transfer or accept deposits to your checking account. Each transaction with your MasterCard Debit Card will be charged to your checking account on the date the transaction is posted.

### **Types of Available ATM Transactions:**

Transaction types and services may be limited on certain ATMs which we do not own (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an invalid transaction.

You can use your Card to perform the following ATM transactions:

1. Make deposits to your savings or checking account at our proprietary ATMs (and some designated CO-OP Network ATMs, Star Shared Deposit or Plus Deposit shared network ATMs).
2. Withdraw cash from your savings or checking accounts at our proprietary ATMs, Star, designated CO-OP Network ATMs, or other shared networks.
3. Transfer funds between your savings and checking accounts within the same account number at our proprietary ATMs (and some shared network ATMs).
4. Make balance inquiries at our proprietary ATMs and CO-OP Network ATMs.

We may offer additional ATM services in the future and, if so, you will be notified of them.

Unless otherwise noted, the above services are generally available at ATMs on the CO-OP Network, Star Shared Deposit and Plus Deposit Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which we do not own. In such case, an attempted transaction may be refused by the shared network ATMs.

#### **Deposits:**

You understand and agree that we accept deposits at an ATM subject to verification and collection by us and such deposits may only be credited or withdrawn in accordance with our Funds Availability Policy. Transactions accomplished after the close of business each day will be deemed to have occurred on our next business day.

#### **ATM Transaction Fees:**

You understand that withdrawals from network ATMs may be subject to Credit Union fees as disclosed in the *Cost Recovery Schedule*. When you use a non-proprietary ATM, you may be charged a fee by the ATM operator and/or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Any fees charged will be deducted from your checking or savings account.

#### **Transaction Limitations:**

1. **ATM Card Transactions.** You understand and agree that you may use your ATM Card and PIN in any of our network ATMs to withdraw up to a maximum amount of \$500.00 each twenty-four (24) hour period (from your savings and checking accounts combined), as long as your available balance will cover the transaction. You may also use your ATM Card and PIN at a POS terminal at any business establishment where the ATM Card is accepted, to conduct transactions up to a maximum amount of \$500.00 per day, as long as your available balance will cover the transaction.
2. **MasterCard Debit Card Transactions.** You understand and agree that you may use your MasterCard Debit Card and PIN in any of our network ATMs to withdraw up to a maximum amount of \$500 per day (from savings and checking combined), as long as your available balance will cover the transaction. Note, however, that withdrawal limitations may vary between shared networks and individual ATMs. You may also use your MasterCard Debit Card at a POS terminal at any business establishment where the MasterCard Debit Card is accepted, as long as your available balance will cover the transaction. MasterCard Debit Card POS transactions are limited to a maximum of \$500.00 each twenty-four (24) hour period as long as your available account balance will cover the transaction. MasterCard Debit Card credit transactions are limited to a maximum of \$2,000.00 each twenty-four (24) hour period as long as your available account balance will cover the transaction. At your request, we may make an exception to the dollar limits for each twenty-four (24) hour period

on MasterCard Debit Card transactions to accommodate a single transaction in excess of such limit, provided your available checking account balance will cover the transaction.

**3. Second Chance Accounts:**

- a. ATM Card Transactions.** You understand and agree that you may use your ATM Card and PIN in any of our network ATMs to withdraw up to a maximum amount of \$500.00 each twenty-four (24) hour period (from your savings and checking accounts combined), as long as your available balance will cover the transaction. You may also use your ATM Card and PIN at a POS terminal at any business establishment where the ATM Card is accepted, to conduct transactions up to a maximum amount of \$500.00 per day, as long as your available balance will cover the transaction.
- b. MasterCard Debit Card Transactions.** You understand and agree that you may use your MasterCard Debit Card and PIN in any of our network ATMs to withdraw up to a maximum amount of \$500 per day (from savings and checking combined), as long as your available balance will cover the transaction. Note, however, that withdrawal limitations may vary between shared networks and individual ATMs. You may also use your MasterCard Debit Card at a POS terminal at any business establishment where the MasterCard Debit Card is accepted, as long as your available balance will cover the transaction. MasterCard Debit Card transactions are limited to a maximum of \$500.00 each twenty-four (24) hour period as long as your available account balance will cover the transaction. At your request, we may make an exception to the dollar limits for each twenty-four (24) hour period on MasterCard Debit Card transactions to accommodate a single transaction in excess of such limit, provided your available checking account balance will cover the transaction.

**4. Student Accounts:**

- a. ATM Card Transactions.** You understand and agree that you may use your ATM Card and PIN in any of our network ATMs to withdraw up to a maximum amount of \$100.00 each twenty-four (24) hour period (from your savings and checking accounts combined), as long as your available balance will cover the transaction. You may also use your ATM Card and PIN at a POS terminal at any business establishment where the ATM Card is accepted, to conduct transactions up to a maximum amount of \$100.00 per day, as long as your available balance will cover the transaction.
- b. MasterCard Debit Card Transactions.** You understand and agree that you may use your MasterCard Debit Card and PIN in any of our network ATMs to withdraw up to a maximum amount of \$100 per day (from savings and checking combined), as long as your available balance will cover the transaction. Note, however, that withdrawal limitations may vary between shared networks and individual ATMs. You may also use your MasterCard Debit Card at a POS terminal at any business establishment where the MasterCard Debit Card is accepted, as long as your available balance will cover the transaction. MasterCard Debit Card POS transactions are limited to a maximum of \$200.00 each twenty-four (24) hour period as long as your available account balance will cover the transaction. MasterCard Debit Card credit transactions are limited to a maximum of \$500.00 each twenty-four (24) hour period as long as your available account balance will cover the transaction. At your request, we may make an exception

to the dollar limits for each twenty-four (24) hour period on MasterCard Debit Card transactions to accommodate a single transaction in excess of such limit, provided your available checking account balance will cover the transaction.

5. Various institutions that participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM. Subject to the dollar limits set forth herein, there are no limits on the number of daily POS transactions you may make using your Card. ATM & POS terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees.
6. We reserve the right to adjust your maximum per day cash disbursement levels, from time to time, at our sole discretion. ATM and POS terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees.
7. Minimum withdrawal amounts and increment amounts may vary depending on the network or ATM you access. For example, the minimum withdrawal and increment amount on some ATMs is generally \$20.
8. For security reasons, in the event your Card or PIN is lost or stolen, there may be restrictions on transactions you can make at ATMs.

**Authorization Holds for MasterCard Debit Card Transactions:**

When you use your MasterCard Debit Card to pay for goods or services, the merchant may seek our prior authorization for the transaction, at which time we will generally place a hold on some or all of the funds in your account for up to three (3) business days or until the transaction is paid from your account. For more information regarding how debit card authorization holds impact your available account balance, refer to Part II of this Agreement, entitled "Overdraft Protection Programs."

**Optional Overdraft Protection Plans:**

You understand that you can authorize us to link your MasterCard Debit Card to an overdraft protection source, including, but not limited to, a savings account or Personal Line of Credit, to fund any overdrafts on your checking account. Refer to the section entitled "Optional Overdraft Protection Plans" in Part II of this Agreement for additional information regarding Optional Overdraft Protection Plans.

**Authorized Use – Card and PIN:**

Both the Card and a PIN will be required each time you use an ATM, engage in a POS or other EFT. You agree to memorize your PIN and you will not write it on the Card(s). If you forget the PIN, you may contact us for PIN replacement options by calling (888) 387-8632. You must observe the following conditions for both the privacy and protection of your account and the system:

1. YOU MUST KEEP YOUR CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. YOU MUST NOT TELL ANY UNAUTHORIZED PERSON YOUR PIN OR WRITE YOUR PIN ON YOUR CARD (OR ANY PLACE) OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. YOU MUST TELL US IMMEDIATELY OF ANY LOSS OR THEFT OF YOUR CARD AND/OR PIN.
4. IF YOU AUTHORIZE US TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO

WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD.

5. IF YOU GIVE YOUR CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY YOU, EVEN IF THEY EXCEED YOUR AUTHORITY.

**Safety at the ATM:**

You understand that you should use caution at all times when using an ATM. Some precautions you can take are: (1) avoid ATMs that are obstructed from view or unlit at night; (2) observe the area for anything unusual or suspicious; (3) when possible, bring a companion along, especially at night; (4) lock your vehicle when you leave it; (5) have your Card in your hand as you approach the ATM and avoid reaching in your wallet or purse in front of the ATM; (6) avoid counting your cash at the ATM; (7) lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up ATM; (8) prevent others from seeing you enter your PIN by using your body to shield their view; and (9) do not accept assistance from anyone you do not know when using an ATM. We want ATMs to be safe and convenient for you. Tell us if you know of any problem with the facility. For example, let us know if a light is not working or there is any damage to the facility. If you feel unsafe for any reason, you should leave the area immediately. If someone follows you after using the ATM, you should quickly go to a safe area that is well populated and well lit. You should report any incident to both the operator of the facility and to the police as soon as possible.

**Ownership of the Card:**

Each account owner may have one Card to access your account without a charge. The issuance of additional Cards will be subject to a Multiple Card Fee. If your Card is lost or stolen, you may also be charged a Replacement Card Fee. These fees are set forth in the *Cost Recovery Schedule*. The Card remains our property and you agree to surrender it to us upon demand.

We may cancel, modify, or restrict the use of any Card upon proper notice or without notice if: (1) any of your accounts are overdrawn; (2) you use your Card in a manner which may cause a loss to us; (3) your account is inactive, which is defined by us as an account that has had no member-initiated transaction activity for twelve (12) consecutive months; (4) any mail sent to your address is returned to us as undeliverable; (5) any email sent to you by us is returned as undeliverable; (6) your account has one (1) or more NSF items or transactions; (7) we are aware that you have violated any term of this Agreement, whether or not we suffer a loss; or (8) where necessary to maintain or restore the security of your account(s) or the POS system. We also reserve the right to recall the Card through retrieval by any of the ATMs.

**Making Electronic Funds Transactions:**

You agree to follow the instructions posted or otherwise given by us or any ATM network or POS terminal concerning use of the machine/terminal.

**Returns and Adjustments (MasterCard Debit Card):**

Merchants and others who honor MasterCard Debit Cards may give credit for returns or adjustments, and they will do so by sending us a credit that we will post to your checking account. The amount of the credit will be reflected on your periodic statement.

**Foreign Transactions (MasterCard Debit Card):**

Purchases and cash advances processed outside of the United States or in a foreign currency will be billed to your account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the MasterCard operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars, the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) a rate selected by

MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives; or (2) the government-mandated rate in effect for the applicable central processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your MasterCard Debit Card. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference. At this time, we do not charge a foreign transaction fee for purchases and cash advances outside of the United States or in a foreign currency; however, we reserve the right to begin charging this fee at a future date, following notice to you in accordance with applicable law.

**Card Claims and Transaction Questions:**

When you authorize other parties to debit your checking account, you are responsible for these transactions. Thus, you will have to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning property or services purchased with your MasterCard Debit Card must be resolved by you directly with the merchant or seller who accepted the MasterCard Debit Card. You understand that we will not be able to help you because we only have the information received from the third party. Any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the transaction, unless otherwise permitted by law. You are not permitted to stop payment on any purchase through the use of your MasterCard Debit Card.

**ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS:**

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

**Types of Available Transactions:**

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

You may make such a payment via ACH where: (1) you have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; (2) whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; (3) whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or (4) you have provided the merchant or payee with the routing, account, and serial numbers by telephone or via the Internet to make a payment or a purchase.

**Account Access:**

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

**Limitations on Dollar Amounts of Transactions:**

You may make Electronic Check Transactions only to the extent that you have available funds in your checking account.

## **PART V: FUNDS TRANSFER AGREEMENT AND NOTICE**

The State of California has adopted as law Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This law and regulation cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits and some book transfers on the Credit Union's records.

The law is intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. This Agreement contains several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement shall control and be deemed to modify such other agreements or terms of account. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

1. This Agreement applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code (Division 11 of the California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. 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 for wire transfers will be at 12 p.m. PST on each business day that the Credit Union is open which is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.
3. We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint owner or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, your "Authorized Agents"). You must provide us with a complete list of your Authorized Agents at the time the funds transfer is initiated, as only you and your Authorized Agents will be permitted to initiate funds transfers from your accounts at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction authorized by you. You must promptly notify the Credit Union of any changes in your Authorized Agents by providing written notification of such change in writing. Changes in Authorized Agents by you shall be effective the business day following receipt of written notice or a new Agreement.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union may amend the security procedure(s). 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 the security procedure(s) unless you notify the Credit Union in writing that you do not agree to the security procedure(s). In that event, we shall have no obligation to accept any payment order from you or the Authorized Agents on the

account until you and we agree, in writing, on an alternate security procedure. Provided we comply with the security procedure(s), you will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you. If we do not follow the security procedure(s), but can prove the transfer request was originated you, you will still be liable for the transfer amount plus transfer fees. You authorize us to record electronically or otherwise any telephone calls relating to any transfer under this Agreement.

5. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law governing all Fedwire transactions. This means that your rights and liabilities with regard to a wire transfer involving Fedwire will be governed by Regulation J. We shall be excused from delaying or failing to execute a funds transfer if it would result in us exceeding any limitation on our intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.
6. If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's financial institution on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to us if the funds transfer is completed on the basis of the identifying account number you provided us.
7. If you give us a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person/entity than the named financial institution. This means that you will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.
8. We shall not be liable for acts or omissions by you or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's financial institution, and any beneficiary, none of which shall be deemed our agent.
9. We may give you credit for ACH payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree, if we do not receive such final settlement, that we are entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that we may provide you with access to ACH funds before we actually receive the money. However, if we do not receive the money, then we may reverse the entry on your account and you would be liable to repay us.
10. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, we 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 your periodic account statements.
11. If we receive a funds transfer for you or for other persons authorized to have access to your account, you agree that we are not obligated to provide you with next day notice of the receipt of the funds transfer. We will provide you with notification of the receipt of all funds transfers by including such items in your periodic account statements. You may, of course, inquire between receipt of periodic

statements whether or not a specific funds transfer has been received. If we receive notice that a wire transfer transmitted by us has been rejected, we shall notify you of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. We will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

You shall have no right to cancel or amend any transfer request after it is received by us; however, we shall use reasonable efforts to act on a cancellation or change request as long as it is received from you in accordance with the agreed-upon security procedures. We shall have no liability if the cancellation or change is not effected.

12. If we become obligated under Article 4A (Division 11 of the California Uniform Commercial Code) to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
13. We may, in our sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to our satisfaction or which we reasonably believes may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that we shall incur no liability for any loss occasioned by our refusal to accept any funds transfer order.
14. We shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request. We may charge a service fee for services relating to the sending or receiving of the funds transfer request. Such fees are set forth in the Credit Union's Cost Recovery Schedule, which accompanies this Agreement and is incorporated by this reference.
15. If you initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, we may transfer payment in the currency of the beneficiary bank's country at our buying rate of exchange to United States dollars. If the transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses we incur.
16. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that we will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which we failed to abide by the agreed upon security procedures) which you fail to report to us within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within our reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to us by you or your Authorized Agent; or (6) any error, failure or delay in execution of any funds

transfer instruction, or cancellation or amendment caused by circumstances beyond our reasonable control, including, but not limited to, any computer or communication facilities malfunction.

17. Except as otherwise provided by applicable state or federal laws or regulations, our liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.
18. Subject to applicable state and federal laws and regulations, we may amend the terms of this Agreement at any time. By thereafter using or continuing to use our funds transfer services, you agree to such amendments.
19. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.

## **PART VI: MEMBER CONDUCT AND LIMITATION OF SERVICES POLICY**

The privilege of 1<sup>st</sup> Northern California Credit Union services available to members must be reserved for members who are in “good standing.” You acknowledge and agree that the purpose of this policy is to protect the employees, volunteers and members of the Credit Union from abusive members. To this end, this policy addresses standards of member conduct in order to assure the rights and protection of the Credit Union’s employees, volunteers and members. You further acknowledge and agree that this policy also defines what constitutes a “monetary loss” which may also serve as a basis for limiting member services.

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

In the event that you cause a “monetary loss” to the Credit Union or engage in any type of “abusive behavior” (these terms are defined below) towards a Credit Union member, employee or volunteer engaged in Credit Union business, the Credit Union is authorized to apply appropriate remedial measures against you.

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

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

1. You fail to comply with the terms and conditions of any lawful obligation with this Credit Union and as a result, the Credit Union suffers a “monetary loss” (defined below);
2. You manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union’s membership; or
3. You engage in “abusive behavior,” or otherwise injure any person or damage any property while on Credit Union premises, at any Credit Union function, or while on the premises of any Credit Union

## Service Centers Network.

The determination of whether you are in “good standing” with this Credit Union will be made at the sole discretion of the Senior Management of this Credit Union.

This policy also extends to member conduct at any Credit Union Service Centers Network or any other shared-branching network.

### **DEFINITIONS:**

1. “Member services” are hereby defined as any products or services now or hereafter provided or sponsored by the Credit Union or otherwise made available to Credit Union members, which services include, but are not limited to: loans, deposit accounts, ATM services, online banking services, and other electronic fund transfer services.
2. A “monetary loss” to the Credit Union occurs when the Credit Union writes off as uncollectible any monies which you owe, for whatever reason, to the Credit Union.
  - a. For loans: the monetary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the pecuniary loss does not include interest and expenses.
  - b. For shares: monetary loss is defined as the negative balance in the share account written off as uncollectible.
3. “Abusive behavior” includes, but is not limited to, any of the following conduct:
  - a. Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.
  - b. Any form of action which may constitute harassment under the Credit Union’s harassment policy. For example:
    - Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
    - Inappropriate touching.
    - Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.
    - Displaying sexually suggestive objects or pictures.
  - c. Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example:
    - Engaging in offensive or abusive physical contact.
    - Making false, vicious or malicious statements about any Credit Union employee or volunteer or the Credit Union and its services, operations, policies, practices, or management.
  - d. Using profane, abusive, vulgar, intimidating or threatening language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business.
  - e. Bringing or possessing firearms or weapons or any hazardous or dangerous device on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.
  - f. Possession, sale, use or being under the influence of an unlawful or unauthorized substance (e.g., drugs or alcohol) on Credit Union premises or at a Credit Union function or on the premises of any Credit Union Service Centers Network.

- g. Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.
- h. Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with other members, employees and volunteers at the Credit Union.
- i. Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services.
- j. Any posting, defacing, or removing notices or signs on Credit Union premises, or writing on Credit Union bulletin boards without management authorization.
- k. Appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union.
- l. Deliberate or repeated violations of security procedures or safety rules.
- m. Any other act which endangers the safety, health or well being of another person or which is of sufficient magnitude that it causes disruption of business at the Credit Union.

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

**POLICY:**

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

1. Denial of all services other than the right to maintain a non-dividend bearing share account and the right to vote at annual and special meetings.
2. Preclusion from personal contact with Credit Union employees or volunteers such that Credit Union services may be available only through written communication through the U.S. mail, ATM, online banking, telephone banking, or other remote access device designated by Credit Union Senior Management.
3. Preclusion from access to the Credit Union premises.
4. Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.
5. Taking any other action deemed appropriate under the circumstances that is not precluded by the California Credit Union Law, NCUA Rules and Regulations, the Credit Union’s Bylaws or other applicable federal or state law.

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

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

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





# 1<sup>st</sup> Nor Cal<sup>®</sup>

1<sup>ST</sup> NORTHERN CALIFORNIA CREDIT UNION

P.O. Box 509  
Martinez, CA 94553-0144  
(888) 387-8632  
[www.1stnorcalcu.org](http://www.1stnorcalcu.org)

## Branch Locations:

Main Office Branch  
1111 Pine Street  
Martinez, CA 94553

Muir Station Branch  
538 Center Avenue  
Martinez, CA 94553

Pittsburg Branch  
4261 Century Blvd  
Pittsburg, CA 94565

Benicia Branch  
560 First Street, Suite B-106  
Benicia, CA 94510

Richmond Branch  
2500 Nevin Avenue  
Richmond, CA 94804



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



We do business in accordance with the Federal Fair Housing Law and the Equal Credit Opportunity Act.



Recommended Five-Star Institution by Bauer Financial "Because peace of mind matters"  
[bauerfinancial.com](http://bauerfinancial.com)