



Corporate Office
990 S. Fair Oaks Avenue
Pasadena, CA 91105-2626
626.799.6000

Member Account Agreement and Truth-In-Savings Disclosure

**Please Retain This Important
Document For your Records**

EFFECTIVE SEPTEMBER 1, 2026



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In this Member Account Agreement and Disclosure (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 Application for one or more deposit accounts with us. The words WE, US, OUR and CREDIT UNION mean E-CENTRAL CREDIT UNION. The terms, conditions and information contained in the Membership Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this 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 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: BINDING ARBITRATION CONSENT AND AGREEMENT

BINDING ARBITRATION CONSENT AND AGREEMENT: You and we agree to attempt to informally settle any and all claims and disputes, whether in contract, tort, statute, or otherwise, arising out of, affecting, or relating to this Agreement, your membership in the Credit Union, or any accounts, loans, or products or services we have provided, will provide, or have offered to provide to you as part of your relationship with us (collectively, “Claims”, and each a “Claim”). This Binding Arbitration Consent and Agreement is part of, and governed by, the Agreement, which is intended to be the comprehensive agreement governing your relationship with the Credit Union. The Claims covered by this Arbitration Agreement are those that fall within the scope of this governing Agreement. For example (subject to the exclusions herein), the Claims subject to this Binding Arbitration Consent and Agreement include, but are not limited to, disputes arising out of, affecting, or relating to your debit card or other electronic funds transfer transactions, credit card transactions, the privacy, confidentiality and security of your information with us, your use of online and mobile banking services with us, credit reporting, credit decisions or account history reporting issues, debt collection activities or practices, wire transfers involving your accounts, alleged improper or excessive fees (such as overdraft, NSF and other account fees), allegations of misrepresentation, unfair business practices, or other claims related to Credit Union services. These examples are intended to illustrate, not limit, the scope of “Claims” that are subject to this Binding Arbitration Consent and Agreement. In furtherance of informally resolving any claims between us, the complaining party shall: 1) provide the defending party at least 30 days written notice of the Claim signed by the person bringing the Claim explaining in reasonable detail the nature of the Claim and any supporting facts; and 2) schedule an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, potential resolution of the Claims. If we are unable to resolve the claim after exhausting the pre-dispute resolution process noted herein, you and we agree that any Claim that is threatened, made, filed, or initiated on or after the Effective Date (defined below) of this Binding Arbitration Consent and Agreement, even if the Claim arose prior to the Effective Date of this Binding Arbitration Consent and Agreement, shall, at the election of either you or us, be resolved by BINDING ARBITRATION pursuant to the Federal Arbitration Act, 9 United States Code (“USC”) Section 1, et seq. (notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue) administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes as well as its Mass Arbitration Supplementary Rules, as applicable (collectively referred to as “Rules”). Either you or we may elect to resolve a particular Claim through arbitration, even if you or we have already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. The Rules can be obtained on the AAA website free of charge at www.adr.org; or a copy of the Rules can be obtained at any Credit Union branch upon request. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).** This Binding Arbitration Consent and Agreement will be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claim. You acknowledge that this Binding Arbitration Consent and Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

By consenting to BINDING ARBITRATION, you understand and agree with the following terms:

- **SELECTION OF ARBITRATOR:** If either you or we elect to resolve a Claim through binding arbitration, your right will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules and must have experience and knowledge in financial transactions. In the event of a conflict between the Rules and this Binding Arbitration Consent and Agreement, this Binding Arbitration Consent and Agreement will supersede the conflicting Rules only to the extent of the inconsistency. The party filing a Claim in arbitration will select AAA as the arbitration administrator. If AAA is unavailable to resolve the Claim, and if you and we do not agree on a substitute, then either you or we will be able to request that the court appoint a substitute.
- **EFFECTIVE DATE:** This Binding Arbitration Consent and Agreement is effective upon the 61st day after we provide this Binding Arbitration Consent and Agreement to you ("Effective Date"), unless you opt out in accordance with the requirements of the RIGHT OF OPT-OUT provision below.
- **CLAIMS ARISING PRIOR TO EFFECTIVE DATE: THIS BINDING ARBITRATION CONSENT AND AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED ON OR AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Binding Arbitration Consent and Agreement will not apply to such Claim.
- **ARBITRATION PROCEEDINGS:** Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim if it was brought in a court of law will apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Binding Arbitration Consent and Agreement will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court and cannot be appealed. Arbitrators can award the same remedies including damages, public injunctive relief to the extent available under the California Unfair Competition Law and Consumer Legal Remedies Act, and other remedies that a court can award. Any determination as to whether this Binding Arbitration Consent and Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration.
- **CLASS ACTION WAIVER: ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.**
- **LOCATION:** The place of arbitration shall be within 50 miles of your residence at the time the arbitration is commenced.
- **COSTS:** You understand we will advance any filing, administration, and arbitrator fees as imposed by AAA.
- **ATTORNEYS' FEES:** You will be responsible for your attorneys' fees, unless you prevail on the merits of your Claim in arbitration, in which case we will pay your attorneys' fees directly arising from the arbitration. You will not be required to pay our attorneys' fees if we prevail. This attorneys' fees provision does not apply to any attorneys' fees or other costs of collection incurred by us prior to the initiation of any arbitration proceedings.
- **SEVERABILITY:** In the event that the Class Action Waiver in this Binding Arbitration Consent and Agreement is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Binding Arbitration Consent and Agreement will be unenforceable. If any provision in this Binding Arbitration Consent and Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain enforceable.
- **AMENDMENT/TERMINATION:** Notwithstanding anything in this Membership and Account Agreement to the contrary, we will not amend or terminate this Binding Arbitration Consent and Agreement unless we provide you with sixty (60) days prior written notice of such amendment or termination and an opportunity to opt-out of the amendment or termination during that time period.
- **SURVIVAL:** This Binding Arbitration Consent and Agreement will survive termination of the Agreement.
- **RIGHT OF OPT-OUT:** You have the right to opt out of this Binding Arbitration Consent and Agreement, provided that you notify us of your intent to opt out within 60 days after we provide you this Binding Arbitration Consent and

Agreement. Your opt-out is only effective if you notify us in writing at 990 S. Fair Oaks Ave., Pasadena, CA 91105-2626 within such 60-day time period. If you fail to opt out within this 60-day time period, you will be deemed to have provided your consent to the resolution of your Claims through binding arbitration. In the event you opt out of this Binding Arbitration Consent and Agreement, such opt-out will not affect other terms and conditions of your Agreement.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879. You understand that any debt or loan obligation you may have with us that is subject to the Federal Truth in Lending Act, 15 USC 1601 et seq., is not subject to this Binding Arbitration Consent and Agreement.

PART II: 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.

For all accounts except Term Share Certificate Accounts, the dividend rate and Annual Percentage Yield (APY) may change every month at the discretion of the Credit Union's Board of Directors. Current rate information is set forth in the Dividend Rate Sheet accompanying this Agreement. You may also obtain current rate information by calling the Credit Union at (626) 799-6000 or visiting our website at www.ecentralcu.org.

Compounding and Crediting for all Accounts. For all dividend bearing accounts except Term Share Certificate Accounts, dividends will be compounded monthly 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 this example is January 31.

Dividends on Term Share Certificate Accounts are compounded monthly and will be credited on the last day of each month and upon the maturity date.

Balance Computation Method: For Dividend bearing Checking Accounts, Money Market, Savings, and Term Share Certificate Accounts, dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. For Membership Savings, Personal Savings, Holiday Club Savings, and IRA Savings Accounts dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

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 not receive the accrued dividends.

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 a minimum of \$25.00 (five (5) regular shares) in a Membership Savings Account. The par value of a share in this Credit Union is \$5. If you fail to complete the purchase of five (5) shares within six (6) months of your admission to membership, or within six (6) months from the increase in the par value in shares, or if you reduce your Membership Savings Account balance below the par value of five (5) shares and do not increase the balance to at least the par value of five (5) shares within three (3) months 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 upon thirty (30) days written notice.
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. The Credit Union may also refuse to accept all or any part of any deposit.
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 unless we have agreed in writing to the restrictions. 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. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.
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 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. "Remotely created checks" are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder's actual signature, the check identifies that the account holder authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows.
12. 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.
13. 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. 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. 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 an item placed for collection.
14. 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 *Schedule of Fees and Charges*.
15. We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or if you authorize us to accept any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.
16. 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 at Part V of 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 suffer a loss on the item because of your failure; or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us.

17. 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.

18. 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.
19. 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.

20. 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 provide us with written notice. 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.
21. 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 (including attorneys’ fees and expenses) and fees we incur. In addition, if we receive written notice from any account owner that withdrawals, in accordance with the terms of the account, 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.
22. We reserve the right to close any of your accounts and terminate your membership should we discover that any of your accounts with us have been deliberately manipulated by you to our detriment, or to the detriment of any other account holder. “Manipulation” includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation CC hold periods and/or “interest float” to our detriment.
23. 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 E-Central Credit Union, 990 S. Fair Oaks Ave., Pasadena, CA 91105-2626.
24. 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. 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 related to any action or inaction related to the matters described in this paragraph.

25. We may recognize the signature of anyone who signed a Membership 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 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.
26. We reserve the right to require you to give not less than seven (7) and up to sixty (60) days written notice of your intention to withdraw funds from any account except checking accounts.
27. 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 Application or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Membership Application and a new account number will be assigned.
28. 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 E-Central Credit Union, 990 S. Fair Oaks Avenue, Pasadena, CA 91105-2626. 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 *Schedule of Fees and Charges*. In addition, items returned to us because of an incorrect address will be subject to a Returned Mail Fee, as set forth in the *Schedule of Fees and Charges*.
29. 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.
30. All non-cash deposits will be credited subject to final payment on the day of deposit. Your right to withdraw the funds represented by certain checks 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.
31. 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.
32. All accounts are subject to our *Schedule of Fees and Charges*, which accompanies this Agreement and is incorporated by this reference. We will debit such charges 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 are payable on demand and, for checking accounts, will be treated as an overdraft.
33. 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." We may charge a monthly Dormant Account Fee as set forth in the *Schedule of Fees and Charges* until you initiate a transaction. Once you initiate a transaction, either in person or in writing, we will reactivate your account.
34. 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 as set forth in our *Schedule of Fees and Charges*. 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.

35. 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.
36. 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 five (5) 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.
37. 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 Schedule of Fees and Charges.
38. 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 Lien or Levy Fee, as set forth in our Schedule of Fees and Charges, 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.
39. 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 90th 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.
40. 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 in formation concerning our experiences with you to others.
41. 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 conduct funds transfers, and that person then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically withdraw money from your account. For example, if you provide your account number to an online merchant to purchase a service or merchandise, funds can be electronically withdrawn from your account.

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.

42. 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.

43. We may, without prior notice and when permitted by law, exercise our right of offset 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, by any of you having the right of withdrawal.

This right of offset does not apply if prohibited by law. For example, we will not exercise our right of offset: (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 offset 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 offset.

We will also have the right to place an administrative hold on such funds pending offset. 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, offset 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 the application of an offset of funds in any account includes the offset 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.

44. You may conduct transactions on your Credit Union account(s) at CO-OP Shared Branching locations. All transactions conducted at a CO-OP Shared Branching location are subject to CO-OP's operating procedures, policies, and fees. Funds deposited at CO-OP Shared Branching locations may not be available for immediate withdrawal. Check holds are the same as for similar checks deposited at a Credit Union proprietary branch; please refer to our Funds Availability Policy. Check holds cannot be removed by CO-OP Shared Branching personnel. Transactions at CO-OP Shared Branching locations are subject to this Agreement and are subject to host credit union verification. Certain transactions at CO-OP Shared Branching locations may be subject to our fee(s) as stated on the current Schedule of Fees and Charges.
45. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
46. 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.
47. 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.
48. Your account will be governed by California law to the extent that California law is not inconsistent with controlling federal law.
49. 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 totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

50. 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.
51. You agree that your telephone communications with us may be monitored and recorded to improve member service and security.
52. 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.
53. **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 or all of our accounts. 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 Application, agrees to the terms, responsibilities and accompanying liabilities of this Agreement. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

Unless otherwise agreed in writing between you and us, each joint owner, without the consent of any other joint owner, may, and hereby is authorized by every other joint owner, to conduct any transaction permitted under this Agreement, including without limitation: (1) to withdraw all or any part of the account funds; (2) to pledge the account funds as collateral to us for any obligation, whether that of one or more joint owners; (3) to endorse and deposit checks and other

items payable to any joint owner; (4) to give stop payment orders on any check or item, whether drawn by that joint owner, or not; (5) to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Courtesy Pay Service; and (6) 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 offset 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 payee(s). 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 one or more POD payees then surviving. 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, his or her interest in the account and 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 offset 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 TRUST ACCOUNTS:

1. You may open an account to hold the funds of your trust and be named as trustee on our Living Trust Account Signature Card. A person named as a trustee on the Living Trust Account Signature Card 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 change, add or close the account and/or a service, and that his or her signature on the Living Trust Account Signature Card 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 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 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 Living Trust Account Signature Card 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, acting individually or jointly, 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.

ABOUT OUR SAVINGS ACCOUNTS:

E-Central 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 Membership Savings Accounts, Personal Savings (U-NAMEIT) Accounts, IRA Savings Accounts, Holiday Club Savings Accounts, Money Market Savings Accounts, Term Share Certificate Accounts and IRA Certificate Accounts.

1. **Rate Information.** Dividends rates and annual percentage yields may change every month as determined by the Credit Union Board of Directors.

TERMS AND CONDITIONS APPLICABLE TO MEMBERSHIPS SAVINGS ACCOUNTS:

1. A Membership Savings Account is our primary savings account which is required to be established by every member.
2. The minimum deposit required to open a Membership Savings Account is disclosed on the current Dividend Rate Sheet.
3. Your Membership Savings Account will be subject to a No Activity Fee if your daily balance falls below \$500 and there is no activity (except crediting of dividends) for twelve (12) consecutive months.
4. You must maintain a minimum daily balance as disclosed on the Dividend Rate Sheet to obtain the disclosed Annual Percentage Yield (APY) and to avoid closure.
5. This account may be designated as an overdraft protection source for your checking account. Overdraft transfers will be subject to an Automatic Overdraft Transfer Fee.

6. Each ATM withdrawal from a Membership Savings Account in excess of five (5) per month is subject to an Excessive Withdrawal Fee.
7. A Fair Share Fee will be assessed if you have less than \$250 combined savings and loan balance as of the last business day of the month. It will be waived if you have an active checking account, or if you are under 18 years of age, or if you are a new member (defined as a membership less than a year old).
8. There are no monthly service fees for this account.

TERMS AND CONDITIONS APPLICABLE TO PERSONAL SAVINGS (U-NAME-IT) ACCOUNTS:

1. The minimum deposit required to open a Personal Savings (U-NAME-IT) Account is disclosed on the current Dividend Rate Sheet.
2. You must maintain a minimum daily balance as disclosed on the Dividend Rate Sheet to obtain the disclosed APY and to avoid closure.
3. There are no monthly service fees for this account.

TERMS AND CONDITIONS APPLICABLE TO HOLIDAY CLUB SAVINGS ACCOUNTS:

1. Holiday Club Savings Accounts provide our members with an easy way to save for their holiday expenses.
2. A Holiday Club Savings Account may be opened at any time, and deposits may be made in any manner, including payroll deduction.
3. The minimum deposit required to open a Holiday Club Savings Account is disclosed on the current Dividend Rate Sheet.
4. You must maintain a minimum daily balance as disclosed on the Dividend Rate Sheet to obtain the disclosed APY and to avoid closure.
5. A minimum deposit of \$10 must be made to your Holiday Club Savings Account each month; otherwise, the account will be subject to closure and the balance will be transferred to your Membership Savings Account.
6. There are no monthly service fees for this account.
7. The funds deposited into this account are not available for withdrawal until the first (1st) business day of November of each year. On this date, the available account balance will be transferred to your Membership Savings Account.
8. A withdrawal or a request to close the account prior to the annual disbursement date stated above will result in the assessment of an Early Withdrawal of Holiday Club Account Fee, closure of the account, and accrued dividends will be forfeited. Any balance in the account at the time of such withdrawal will be transferred to your Membership Savings Account.
9. Funds in a Holiday Club Savings Account may not be pledged as security for any loan(s).
10. Funds in a Holiday Club Savings Account may not be used as an overdraft source for any checking account.

TERMS AND CONDITIONS APPLICABLE TO TERM SHARE AND IRA 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 Dividend Rate Sheet that accompanies this Agreement and is hereby incorporated by this reference. The dividend rate, APY, term and maturity date for your Term Share Certificate Account will be set forth in a written communication we will provide to you when you open such account. You may also call the Credit Union at (626) 799-6000 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 set forth on the Dividend Rate Sheet that accompanies this Agreement and is hereby incorporated by this reference. 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 Certificate provided to you when the Term Share Certificate Account is opened. An early withdrawal will reduce earnings.

3. **Dividends.** Dividends will be compounded monthly and will be credited on the last day of each month, and/or upon the maturity date. 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. Dividend rates and APYs may change weekly as determined by Credit Union management.
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 established, 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 Certificate. The Credit Union will impose a penalty if you withdraw principal from your Term Share Certificate Account prior to the Maturity Date. The penalty will be as follows: Where the term is one (1) year or less, the loss will equal ninety (90) days of dividends on the amount withdrawn whether or not earned. Where the term is more than one year, the loss will equal one-hundred eighty (180) days of dividends on the amount withdrawn whether or not earned. Penalties may reduce principal balance. In addition, if a withdrawal reduces your balance below the Minimum Balance requirement, your account will be closed and the remaining funds will be transferred to your Membership Savings Account or IRA Savings Account, as appropriate.

For IRA Term Share Certificate Accounts, federal and state penalties may apply to withdrawals of dividends or principal as stated in the applicable IRA Agreement and Disclosure. 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.
 - 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 twenty (20) 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 Membership Savings Account.

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 Dividend Rate Sheet that accompanies this Agreement and is hereby incorporated by this reference.
2. The minimum deposit required to open a Money Market Account is disclosed on the Dividend Rate Sheet.
3. You must maintain a minimum daily balance as disclosed on the Dividend Rate Sheet to obtain the disclosed APY and to avoid closure. If the account balance is reduced below the minimum daily balance required to earn the disclosed APY, the account will be closed and the funds transferred to your Membership Savings Account and will earn the APY applicable to the Membership Savings Account.
4. Funds in a Money Market Account may not be pledged as security for any loan(s).

5. No monthly service fee applies to this account. Please refer to our Schedule of Fees and Charges.

TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT 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 Dividend Rate Sheet that accompanies this Agreement and is hereby incorporated by this reference.
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 IRA Agreement and Disclosure which by this reference is incorporated into this Agreement in its entirety. When you open your IRA, the IRA Agreement and Disclosure and related disclosures will be provided to you in accordance with applicable law.
3. The minimum deposit required to open and maintain an IRA is disclosed on the Dividend Rate Sheet. You must maintain a minimum daily balance as disclosed on the Dividend Rate Sheet to obtain the disclosed APY and to avoid closure.
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. IRA accounts are subject to an Annual Account Maintenance Fee and if transferred to another custodian, a Transfer Fee.
8. IRAs are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please refer to your IRA Agreement and Disclosure for additional information.

ABOUT OUR CHECKING ACCOUNTS:

E-Central Credit Union offers a variety of checking accounts that let you withdraw your money and write checks against your account at any time. Specific disclosure information for each type of checking account is given below, with general disclosures applicable to all checking accounts following.

EVERYTHING PREMIUM CHECKING ACCOUNT

1. The minimum deposit required to open a Everything Premium Checking Account is \$100.
 2. Everything Premium Checking Accounts are dividend-bearing accounts. For the current dividend rate and corresponding APY, refer to the *Dividend Rate Sheet*.
 3. You must maintain a minimum daily balance as disclosed on the *Dividend Rate Sheet* to obtain the disclosed APY and to avoid closure. If the daily balance is reduced below the required minimum, no dividends will be paid and the account will be subject to a Below Minimum Balance Fee.
4. A monthly service fee applies to this account. Please refer to our *Schedule of Fees and Charges*.

EVERYTHING CHECKING ACCOUNT

1. The minimum deposit required to open a Everything Checking Account is \$100.
2. There are no dividends paid on this account.
3. A monthly service fee applies to this account. Please refer to our *Schedule of Fees and Charges*.

BASIC PLUS CHECKING ACCOUNT

1. The minimum deposit required to open a Basic Plus Checking Account is \$100.

2. There are no dividends paid on this account.
3. A monthly service fee may apply to this account. If you maintain a minimum daily balance of \$100, there is no monthly fee. Please refer to our *Schedule of Fees and Charges*.

E-BUILDER CHECKING ACCOUNT

1. The minimum deposit required to open an E-Builder Checking Account is \$50. You must also maintain a minimum deposit of \$200 in your Membership Savings Account in order to maintain an E-Builder Checking Account. This amount is pledged to the E-Builder Checking Account and will be subject to an administrative hold while the E-Builder Checking Account is open. At the end of twelve (12) months, you may apply for any other checking account.
2. E-Builder Checking Accounts do not earn dividends.
3. A monthly service fee applies to this account. Please refer to our *Schedule of Fees and Charges*.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS

1. Each ATM withdrawal from a checking account in excess of five (5) per calendar month is subject to an ATM Excessive Withdrawal Fee.
2. 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.
3. 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.
4. 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 *Schedule of Fees and Charges*. 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.

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.

5. 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 under rules established by us. We must be notified if any of you die or become incapacitated.

6. We are neither given notice, or otherwise affected by, a restrictive endorsement of any person or entity except our immediate transferor.
7. You agree that in the event you draw a check on your account with us, that you will hold us harmless and indemnify us 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.
8. We may recognize the signature of anyone who signed the Membership 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.
9. Funds in checking accounts may not be pledged as security for any loan(s).
10. You will notify us immediately at (626) 799-6000 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.
11. 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 Schedule of Fees and Charges. 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 those names of authorized owners on your checks.
12. 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 *Schedule of Fees and Charges*.
13. 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 Schedule of Fees and Charges. If you have not ordered your E-Central 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.
14. 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.
15. All checks written on your account must be drawn in U.S. dollars.
16. Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.

PART III: LIABILITY FOR OVERDRAFTS:

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 Payer 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.

Subject to certain limitations set forth below in this “Payment of Overdrafts” sub-section, we assess a fee for (i) each item that we pay which results in an overdraft; and (ii) any item that we return unpaid but which would have resulted in an overdraft had we paid it. If we pay an item in accordance with our Courtesy Pay Service (described in more detail below), we will charge a Courtesy Pay Fee of as set forth in our Schedule of Fees and Charges. If we return an item without paying it due to insufficient funds, we will charge a Non-sufficient Funds (NSF) Fee as disclosed in our Schedule of Fees and Charges. For the avoidance of doubt, you will not incur additional NSF fees when the same item/transaction is represented multiple times for payment. Unfortunately, circumstances may arise that are outside of the Credit Union’s control, such as a merchant error or misclassification of the presented item, that may lead to multiple NSF fees being charged on the same item/transaction represented for payment. You acknowledge and agree that we are entitled to rely on the designation of the item/transaction as presented to us as our system will rely on the designation in such instances, and that we have no liability for the incorrect coding or designation of the transaction; for example, where the transaction is coded as being presented for the first time when in fact the transaction is being represented for a second time. You will not be charged a Courtesy Pay Fee and an NSF fee for the same transaction. Refer to the Schedule of Fees and Charges for a listing of fees, which is updated periodically.

We limit the number of NSF and Courtesy Pay Fees we charge in a business day. We will not charge a fee if your ending account balance is overdrawn by \$5 or less. Additionally, even if your ending account balance is overdrawn by more than \$5, we will not charge a fee for any item that is \$5 or less. The maximum number of fees charged (whether from Courtesy Pay Fees or NSF Fees or some combination of both) in one day with respect to transactions for which you have insufficient funds will not exceed four (4).

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. While fees apply when you use an optional overdraft protection plan, the fees under the plan may be less expensive than NSF and Courtesy Pay Fees. 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 is also referred to as: (a) your “current balance” on Credit Union ATM screens; and (b) your “current balance” in online banking and in mobile banking. 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 number 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. If your available balance is insufficient when the transaction actually posts, you will not be charged an overdraft fee if the available balance was sufficient at the time of the authorization hold.

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 restaurant for \$20. If the restaurant 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 restaurant 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, but you will be charged a Courtesy Pay Fee of \$30. 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, cash 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 transactions 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 to thirty (30) business days for certain transactions).

OPTIONAL OVERDRAFT PROTECTION PLANS. We offer optional overdraft protection plans that you may apply for, and which will be at an additional cost to you. Such as a Personal Line of Credit loan account where your line of credit is used for overdraft protection, and an Overdraft Protection Service where funds from a linked savings account are used for overdraft protection. If you are enrolled in these optional services, we will look first to these services for overdraft protection before applying our discretionary Courtesy Pay Service when your account is overdrawn. A Personal Line of Credit and the Overdraft Protection Service plan may save you money on the total fees you pay us for overdraft protection

- **Personal Line of Credit.** This is a revolving line of credit, which is available to members meeting certain credit requirements. With this plan, you authorize us to automatically advance the exact amount of your overdraft from your Personal Line of Credit (linked to your checking account) to cover your overdraft, up to your credit limit. You must repay what you have borrowed in full or in minimum monthly payments (in addition to any late charges, finance charges and annual fees). If you are approved for a Personal Line of Credit, you will be provided with our Open-end Plan Signature and Addendum disclosure agreement, which contains the terms and conditions applicable to the Personal Line of Credit.
- **Overdraft Protection Service.** With this service, you authorize us to make transfers of available funds automatically from your Membership Savings Account to cover overdrafts in your checking account. Transfers from your Membership Savings Account are made in the exact amount of the overdraft. Each transfer counts as one of the six (6) limited transactions you are allowed each month from your Membership Savings Account. You must request to enroll in this service.

Overdraft transfers from your Membership Savings Account exceeding three (3) per month are subject to an Automatic Overdraft Transfer Fee of \$10. Refer to the Schedule of Fees and Charges for a listing of fees.

If you do not have sufficient available credit on your Personal Line of Credit or the funds in your Membership Savings Account are not sufficient to pay the overdraft on your checking account, then you understand that the overdraft may be paid by our Courtesy Pay Service, subject to the terms and conditions of the Courtesy Pay Service Agreement below, if you are eligible for the Courtesy Pay Service. If you are not eligible for the Courtesy Pay Service, then the item causing

the overdraft will be returned or the transaction denied. If you decline to utilize any of the optional overdraft protection plans and you are not eligible for our Courtesy Pay Service, and there are insufficient funds in your checking account to pay an item, your items will not be paid, they will be returned, and an NSF Fee will be charged for each item returned. Transfers will appear on your periodic statements for each applicable account.

LIMITS ON OVERDRAFT PROTECTION. We will not transfer more than the available account balance in a linked savings account or the available credit (as of the end of the previous business day) on a Personal Line of Credit account, even if the amount of the overdraft is more than the available amount. If the available balance in a linked savings account or the available credit on a Personal Line of Credit account is not enough to pay the transactions you have initiated on any day plus the Overdraft Transfer Fee, we will transfer enough funds to pay one or more transactions, plus the fee. Any transactions that are not paid by the transfer will either be paid or returned, and Overdraft Transfer Fees or NSF Fees will be charged as if you did not have overdraft protection. You will not be charged a Courtesy Pay Fee and an NSF fee for the same transaction.

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 savings account used for overdraft protection, or any borrower on a Personal Line of Credit account used for overdraft protection may cancel overdraft protection in person or in writing sent to 990 S. Fair Oaks Ave., Pasadena, CA 91105-2626. Cancellation will be effective after we have received notice and have had a reasonable time to act on it.

COURTESY PAY SERVICE AGREEMENT

In accordance with our commitment to provide valued service and benefits, we may, at our discretion, pay your overdrafts that would cause your eligible checking account to have a negative balance up to the amount of your Courtesy Pay limit, which is determined by us in our sole and absolute discretion. We refer to this service as our Courtesy Pay Service (hereinafter referred to as the “Service”). The Service is different than the Personal Line of Credit and the Overdraft Protection Service plans. The Service is a backup to your existing overdraft protection plans and will only be activated if funds are not available from those plans. This Courtesy Pay Service Agreement sets forth the terms and conditions applicable to the Service.

What Overdraft Transactions are Covered? The Service is available only for the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under our Bill Payer Service, recurring Visa Debit Card transactions, and ACH drafts and debits. The Service is not available at all for ATM transactions and telephone-initiated transactions. The Service is not available for ATM transactions and one-time debit card transactions, unless you opt in, as described in the next section below.

Optional Overdraft Transactions. If you would like to include ATM transactions and one-time Visa debit card transactions in the Service, you are required to “opt in” (in other words, you must provide us with your affirmative consent). Choosing not to opt in may result in these transactions being declined.

You understand and agree that we do not require you to authorize the Service for your ATM and one-time Visa debit card transactions as a condition of us providing the Service to you for the other types of transactions subject to this Courtesy Pay Service Agreement. If you want the Credit Union to authorize and pay overdrafts for ATM and one-time Visa debit card transactions, you must provide us with your consent by: (1) calling us at (626) 799-6000; (2) visiting any branch and speaking with a Member Service Representative; or (3) mailing an opt-in consent form to 990 S. Fair Oaks Ave., Pasadena, CA 91105-2626.

You may revoke your authorization to have us pay your ATM transactions and one-time Visa debit card transactions at any time. Your decision to opt in does not guarantee that we will always pay your ATM transactions or one-time Visa debit card transactions when there are insufficient funds in your account to cover the transaction.

Eligibility for the Service. The Service is not a credit product and requires no application or credit approval process; it is a feature that is automatically included with eligible checking accounts (unless you opt out of the Service entirely as described below). Eligibility is at the sole discretion of the Credit Union and is based on you managing your checking account in a responsible manner. The Service is available for checking accounts for which the primary checking account owner is 18 years of age or older, is in good standing, and where the checking account has been open for at least thirty (30) days with the applicable minimum balance requirement. We reserve the right to limit the Service to one (1) account per household or member. We may suspend or permanently revoke the Service from your checking account, in our sole and absolute discretion, based on any one or more of the following criteria:

- You are not making regular deposits into your checking account;
- Your checking account remains negative for more than 15 days;
- Your membership is not in good standing;
- You are more than thirty-one (31) days past due or are in default in any other respect on any loan or other obligation to us;
- You have an outstanding balance due on an overdraft repayment plan;
- Your checking account is subject to any legal or administrative orders or levies;
- You are a debtor with respect to a bankruptcy proceeding;

- Any or all of your account(s) with us are being reviewed for improper activity or transactions;
- Your checking account is classified as inactive;
- You use the Service to pay items written to check cashing agencies;
- You have an unresolved prior loss with us;
- We do not have a valid mailing or email address for you; or
- We believe you are not managing your checking account in a responsible manner, which may harm you or us.

The Service is a benefit. Any payment made by us under the Service will be made on a case-by-case basis, in our sole and absolute discretion. The Service does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of the Credit Union. The Service is a privilege that the Credit Union provides from time to time and which may be withdrawn or withheld by the Credit Union at any time, without prior notice, reason or cause.

How the Service is Administered. If you are eligible for the Service, we will generally pay your overdraft items up to a maximum of \$300, \$500, or \$1,000, including fees. The Courtesy Pay limit assigned to you depends on your total monthly deposits. Your Courtesy Pay limit is subject to change on a daily basis. You may call us at any time to inquire about your Courtesy Pay limit. You acknowledge and agree that we reserve the right to limit the number of checks or other items/transactions that may be paid by us through the Service during any given month. In our sole discretion, we may notify you by mail, or, if you have agreed to receive notices from us in an electronic format, you may be notified electronically, of any nonsufficient funds checks, items or other transactions that have been paid or returned; however, we are not required to so notify you. You also acknowledge and agree that we have no obligation to notify you before we pay or return any check, item or other transaction. We may refuse to pay any overdrafts without first notifying you even though your account is in good standing and even if we have paid previous overdrafts.

When is the overdraft payment due? The total of the overdraft (negative) balance in your checking account, including any and all fees and charges, is due and payable upon demand, and you are required to immediately deposit sufficient funds to cover the overdraft paid by us and pay the related fees.

Courtesy Pay Fees. Subject to certain limitations, as set forth in the sub-section above titled “Payment of Overdrafts”, a Courtesy Pay Fee will be charged to your checking account, in accordance with our Schedule of Fees and Charges, for each overdraft that is authorized and paid through the Service. This means that more than one Courtesy Pay Fee may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through the Service. Refer to the Schedule of Fees and Charges for the tiered fee structure and daily fee limit amounts. You understand that your Courtesy Pay Limit will be reduced by the amount of each overdraft paid by us through the Service and the amount of the related Courtesy Pay Fee imposed until such amounts are repaid by you as set forth herein at which time we may replenish your Courtesy Pay Limit by the amount of the repayment. If we choose not to pay the item/transaction under the Service, you are subject to a NSF Fee of \$30 for each such item in accordance with our Schedule of Fees and Charges (again subject to the limitations set forth in the sub-section above titled “Payment of Overdrafts”). Your periodic statement will itemize Courtesy Pay Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

Transfers to Cover Overdrafts. You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding IRAs and certificate accounts), including account(s) upon which you are a joint owner, in an amount equal to the overdraft and related fees.

Right of Offset. In addition to any other rights that we may have, you agree that any deposits or future deposits in or other credits to any account in which you may now or in the future may have an interest are subject to our right of offset for any liabilities, obligations or other amounts owed to us by you (e.g. overdrafts and any related fees and charges). Moreover, unless you opt out of the Service (see below), you consent and expressly agree that the application of offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid to the maximum extent permitted by applicable state and federal law. Each person who causes an overdraft which is paid by us, agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Courtesy Pay Service Agreement.

Default. You will be in default under the terms of this Courtesy Pay Service Agreement if you fail to live up to any of the terms and conditions set forth herein or you are in default on any loan obligation with us and/or a negative balance exists in any other deposit account with us on which you are an owner. If you are in default, in addition to any other rights we may have, we may temporarily suspend overdraft privileges, terminate the Service or close your checking account and demand immediate payment of the entire unpaid negative balance. You also agree to pay any collection costs, attorneys’ fees and court costs that we may incur as a result of your default, with the exception of any attorneys’ fees and other costs arising from an arbitration, if applicable.

Termination; Suspension. We may terminate or suspend the Service at any time without prior notice. In no event will any termination relieve you of your obligation to repay any negative account balance, overdraft fees, collection costs and attorneys’ fees, if any. We can delay enforcing any of our rights under this Agreement without losing them.

Your Right to Opt Out of the Service. If you prefer not to utilize the Service, visit us in a branch, contact us at (626) 799-6000, write to us at 990 S. Fair Oaks Ave., Pasadena, CA 91105-2626, or send a secure message through our online banking service, and include your name, member number and a statement that you are opting out of the Credit Union's Overdraft Privilege Service and we will remove the Service from your checking account. If you opt out of the Service, you will still be charged our NSF Fee for each item returned (including a fee each time an item is returned where the item is returned multiple times), subject to the limitations set forth in the sub-section above titled "Payment of Overdrafts".

Optional Overdraft Protection Plans. As discussed in more detail above, we also offer optional overdraft protection plans, such as a link to a savings account or a Personal Line of Credit account, which may be less expensive than our Courtesy Pay Service. To learn more, please ask us about these plans.

The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS PART III, YOUR LIABILITY FOR OVERDRAFTS, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (626) 799-6000, MONDAY THROUGH FRIDAY, 8:00 AM TO 5:30 PM PACIFIC STANDARD TIME.

PART IV: FUNDS AVAILABILITY POLICY

Our policy is to make funds from your cash and check deposits available to you on the first (1st) 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 (5th) 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 (2nd) 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 5:00 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 5:00 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 (1st) 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 (5th) business day after the day of your deposit. However, the first \$275 of your deposits will be available on the first (1st) 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 (1st) 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 \$6,725 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 eleventh (11th) 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 \$6,725 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 (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second (2nd) business day after the day of your deposit.
3. Funds from all other check deposits will be available on the eleventh (11th) 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 V: MEMBER CONDUCT AND LIMITATION OF SERVICES POLICY

The privilege of E-Central 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 workplace free from unacceptable conduct from any source.

In the event that you engage in any type of "abusive behavior" (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; 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.
1. Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.
2. 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.