



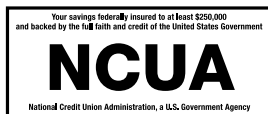
**Deposit Account  
Agreement  
&  
Truth-In-Savings  
Disclosure**



**IMPORTANT DOCUMENT  
PLEASE KEEP FOR YOUR RECORDS**

THIS DISCLOSURE SUPERSEDES ALL DISCLOSURES  
PRIOR TO THE EFFECTIVE DATE SHOWN BELOW

EFFECTIVE 6-1-2011



**El Monte Main Office**  
4455 Arden Drive • P.O. Box 8023 • El Monte, CA 91734-2323  
(626) 444-1972 • (800) 488-8328  
Fax (626) 350-5850

**Valley Branch**  
8201 Topanga Canyon Blvd. • Canoga Park, CA 91304  
(818) 703-6063

**San Diego Branch**  
3550 Murphy Canyon Road • San Diego, CA 92123  
(800) 488-8328 press 7  
Fax (858) 496-4499

**Sante Fe Springs Branch**  
12801 Excelsior Dr. • Santa Fe Springs, CA 90670  
(562) 921-4446  
Fax (562) 483-8716

**Commerce Branch**  
(Certified Federal Credit Union, A Division of Vons E.F.C.U.)  
5601 E. Washington Blvd. • City of Commerce, CA 90040  
(323) 859-2250

**Hesperia Branch**  
17390 Main St. • Hesperia, CA 92345

**TRUTH-IN-SAVINGS  
DISCLOSURE AND AGREEMENT**

CONTENTS	PAGE
I. Payment of Dividends.....	1
II. Terms and Conditions .....	1
All Accounts .....	1
Individual and Joint Accounts .....	3
Pay-On-Death (P.O.D.) Designations.....	3
Living Trust Accounts .....	3
Custodial Accounts .....	3
Fiduciary Accounts .....	3
Savings Accounts .....	3
Money Market Accounts .....	4
Checking Accounts .....	4
Courtesy Pay .....	4
Term Share (Certificate) Accounts .....	5
Individual Retirement Accounts (IRAs).....	5
III. Instructions to Payer's Request	
For Taxpayer Identification Number .....	Upon Request
IV. (A) Funds Availability Disclosure.....	5
IV. (B) Special Notice Regarding Endorsement Standards .....	5

## ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In the following Agreement and Disclosure, the words "I", "me", "mine", "my", "us", and "our" mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing a Membership Card for one or more deposit account(s) with you. The words "you", "your" and "yours" mean VONS EMPLOYEES FEDERAL CREDIT UNION and its divisions.

**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 me: When I open an account, you will ask for my name, address, date of birth and other information that will allow you to identify me. You may also make a copy of my driver's license or other identifying documents.

### I. PAYMENT OF DIVIDENDS

**DIVIDEND RATES:** The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, the Federal Credit Union Act, 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 daily as determined by the Credit Union's Board of Directors.

For specific dividend rate(s) for each type of dividend-bearing deposit account, I will refer to your Dividend Rate Sheet, which is incorporated by this reference.

For all accounts except Term Share Accounts, dividends will be compounded daily and will be credited monthly. Dividends on Term Share Accounts are compounded and will be credited as set forth in my Term Share Certificate. For all accounts except Term Share Accounts the dividend period is monthly. For example, the beginning date of the first dividend period is monthly, date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example is February 1.

If I close any of my dividend earning accounts before dividends are credited, I will not receive the accrued dividends.

**Balance Computation Method:** For all accounts, 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 following business day I deposit noncash items (e.g. checks) to my account.

### II. TERMS AND CONDITIONS

#### TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

1. I must be and remain a member in good standing to maintain any account. The par value of a share in this Credit Union is \$5.00. If I fail to complete payment of one (1) share within six (6) months of my admission to membership, or within six (6) months from the increase in the par value in shares, or if I reduce my primary share account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within six (6) months of the reduction, I may be terminated from membership at the end of a dividend period.
2. All accounts (except checking accounts) are not transferable except as defined in 12 CFR, Part 204. For all accounts except checking accounts, during any statement period, I may not make more than six (6) withdrawals or transfers to another credit union account of mine or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If I exceed the transfer limitations set forth above in any statement period, my account will be subject to closure by you.
3. Your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
4. You reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
5. You may refuse to follow any of my instructions that in your sole judgment are illegal or would expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses and fees (including, but not limited to, reasonable attorney's fees) that you incur in connection with my account if you take an action in accordance with my or what purports to be my oral, written or electronic instructions.
6. You reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
7. You may endorse and/or collect items deposited to my account without my endorsement, but may require my personal endorsement prior to accepting an item for deposit. If I deposit items which bear the endorsement of more than

one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorsers to be present or to have their endorsements guaranteed before you accept the item.

8. I authorize you to accept items payable to any account owner for deposit to my account from any source 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 me.
9. I understand and agree that you may utilize automated means to process checks and other items written on or deposited to my account. Although you may manually review checks or other items drawn on your account, I understand and agree reasonable commercial standards do not require you to do so.
10. You are not responsible for items lost while not in your possession.
11. You will mail all statements and other notices only to the person whose signature appears first on the Membership Card ("Account Application"). I shall exercise reasonable care and promptly examine my statements and must promptly notify you of any error or unauthorized payment including but not limited to an altered item or an unauthorized signature. If I fail to uphold these duties, I understand I am precluded from asserting the error or unauthorized payment against you: 1) suffer a loss on the item because of my failure; or 2) you pay on another item presented by the same wrongdoer if the payment was made before I properly notified you. Notification must be within sixty (60) days of the date of the statement. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized item sixty (60) days after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
12. You or I may terminate an account(s) at any time. I understand, however, that your authority may not be changed or terminated except by written notice to you which will not affect prior transactions. Moreover, if you receive conflicting claims to funds in an account you hold, you may, at your discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to your satisfaction.
13. You reserve the right to close any account(s) terminating my membership should you discover that any of my accounts or any other accounts with you have been deliberately manipulated by me to your, any other account holder's, and/or your membership's detriment. "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 your detriment.
14. I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If you suspect such financial abuse, I understand and agree that, in addition to reporting such abuse as may be required under law, you have the right to freeze the account, refuse to complete transactions on the account, or take any other action(s) that you deem appropriate under the circumstances. I agree to indemnify and hold you harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
15. You may recognize the signature of anyone who signed a Membership Card as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of any Share Certificate Account Agreement and Disclosure and/or the Account Application shall be valid and discharge you from liability. Without limitation to the foregoing, you may honor checks drawn against my account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. You have no duty to investigate or question withdrawals or the application of funds.
16. You reserve the right to require me to give not less than seven (7) and up to sixty (60) days written notice of my intention to withdraw funds from any account except checking accounts.
17. I understand and agree that Individual, Joint, Trust (Totten) and Pay-on-Death accounts may be subject to Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
18. Ownership for the primary account and all sub-accounts except IRA Accounts and all Share Certificate Accounts shall be established and determined by the most recent Account Application or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Membership Card and a new account number may be assigned. The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.

19. I am required to keep you informed of my current address. I agree to notify you promptly of any change of address or phone number. I may notify you in person at your office or by sending a written and signed notice to Vons Employees Federal Credit Union, 4455 Arden Drive, El Monte, CA 91731. In the event that I fail to do this, a charge may be made to my account for the actual cost of necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address. This charge will be imposed in accordance with your Bylaws.

20. I agree to notify you immediately of the death or court declared incompetence of any owner of my account. I agree to inform each owner of my account to notify you of such an event as well. If I die or am declared legally incompetent, you can continue to accept and collect items deposited to my account until you know of my death or adjudication of incompetency and have a reasonable opportunity to act.

21. All non-cash payments shall be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks, savings or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union's Disclosure of Funds Availability Policy for further details.

22. All accounts are subject to your current Schedule of Fees and Charges which is incorporated by this reference. You shall debit such charges against any account I own (including accounts on which I am a joint owner) except my IRA Accounts. Only fees related to an IRA Account will be debited from an IRA Account. If there are insufficient funds available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.

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

24. If a check or other item which you cash for me or which I deposit to my account is returned to you as unpaid for any reason, you may charge my account for the amount of the check or other item. This may include, among other circumstances, checks which are paid originally and later are returned to you accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. You may charge my account for the amount without questioning the truth of such documentation. You may also charge back any amount of accrued or paid dividends related to the returned check.

You may re-present a returned check for payment by the financial institution upon which it is drawn if there were insufficient funds to initially pay the item, but you are not required to do so. If you choose to re-present the check, you may do so without telling me the check was not paid or that you are presenting it again. You may charge a fee for each deposited or cashed check charged back to my account. You may, at your option, notify me, by telephone or in writing, if a check has been returned unpaid and the fee charged.

25. Although you are not obligated to, you may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If I cash or deposit an item or write a check with such notation, I agree that it applies only between me and the payee or maker. The notation will have no effect on you, and I agree to accept responsibility for payment of the item. I agree to indemnify and hold you harmless from any claim or alleged loss of any maker or payee involving such notations, whether I am the maker or payee or the funds are otherwise deposited into an account in which I have an interest.

26. You are under no obligation to pay a check which is presented more than six (6) months after its date, but you may do so at your discretion and charge my account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. I agree that you are not required to identify stale dated checks or seek my permission to pay them.

27. California law states that inactive account balances must be turned over ("escheat") to the state after a period of three (3) years if I have not:

- a. Increased or decreased the amount of any of my account(s) with you or presented an appropriate record for crediting of dividends or cashed a dividend check from any of my accounts with you (if the account statements are sent to the same address); or
- b. Corresponded in writing or electronically with you concerning any of my accounts with you; or
- c. Otherwise indicated an interest in any of my accounts with you as evidenced by a memorandum on file with you.

My deposit account will not escheat to the state, however, if, during the previous three (3) years, I have owned another deposit account with the Credit Union and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the deposit account that would otherwise escheat, you have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with me at the address to which communications regarding the other deposit account are regularly sent.

You may charge a fee for mailing an escheat notice and/or a service charge for money orders escheated to the state.

To recover funds turned over to the state, I must file a claim with the state.

28. You may but are not obligated to transfer funds from my Share Accounts on my written or oral request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit at the time of transfer. I agree that any such transfer(s) from my Share Account shall be in the exact amount authorized and will be processed only on your "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will occur when sufficient funds become available.

29. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.

30. You agree to retain and furnish to me, if requested, copies of certain records pertaining to my account and that these records will be available to me for the time frame required by law. I agree to pay applicable fees.

31. In the event that a Credit Union Official Check is lost or stolen, I must execute and deliver to you a written Declaration of Loss and Claim For Reimbursement and/or affidavit in a form acceptable to you and in time for you to have a reasonable time to act thereon. I further understand and agree that the Declaration of Loss and Claim For Reimbursement is not enforceable until the later of (i) the time the Declaration of Loss and Claim For Reimbursement is properly delivered to you, or (ii) the 90th day following the date of the cashier's or teller's check. I agree to indemnify you for any loss or claim occasioned by your attempting to, or stopping payment on such check and will pay the applicable fees.

32. I understand and agree that you must comply if you are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to my account that you reasonably believe is valid. You may charge a Compliance With Legal Process fee, and you may assess this fee against any account I maintain with you, including the account that is the subject of the legal process.

33. I authorize you to gather whatever credit, checking account and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.

34. You are not responsible for any loss or damage which results from my negligence, including without limitation, my failure to adequately safeguard my blank checks or other personal information or means of access to my account.

35. If I am a U.S. person, Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. For additional information on this requirement, I will read "[Instructions for Reporting Taxpayer Identification Number](#)". These instructions are available upon request.

36. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

37. In the event that a negative balance is created in my deposit account (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise), or I have other outstanding financial obligations of any kind owed to you, which are in default, I understand and agree that you may transfer funds to such account from any other checking or deposit account (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation.

In addition to any of the other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of off-set for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, I 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 fund(s) deposited in my account.

38. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.

39. An action or proceeding by me to enforce an obligation, duty or right arising under this Agreement and Disclosure or by law with respect to my account must be commenced within one year after the cause of action occurs.

40. I agree to indemnify, defend and hold you and your employees harmless from

and against every claim, demand, action, cost, loss, liability and expense (not including attorney's fees) which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.

41. SECURITY INTEREST: Each and every owner of this account shall be jointly and severally liable for any and all losses and damages to the Credit Union occasioned by any owner. Further, each and every owner pledges as collateral for any loss or damage suffered by the Credit Union all funds on deposit (except funds held in IRAs) with the Credit Union along with any other collateral pledged either currently or in the future for any loan, the owner's have or will have from the Credit Union. This pledge of collateral is meant to secure the payment of all debts and obligations each owner owes to the Credit Union either currently or in the future. However, this cross collateral provision does not apply to any loan secured by any owner's principle residence or any other real property that an owner now owns or may hereafter acquire. In the event any owner does not repay his/her debt, obligations or loss, all owners authorize the Credit Union to apply, without notice, any and all such shares or deposits to the debt, obligation or loss and/or obtain possession of the collateral, sell same pursuant to applicable law and apply the proceeds to the debt, obligation or loss.
42. GENERAL PLEDGE OR SHARES AND DEPOSITS: I pledge all paid shares and deposits and payments thereon, which I now have or hereafter may have with you to the extent of all unpaid balances due you. In case of default, I hereby authorize you to apply any and all such funds to the payment of the unpaid balances. However, I retain full access to any and all shares on deposit not specifically pledged as collateral. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" (IRA).
43. My account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.

44. **NOTICE OF BINDING ARBITRATION AGREEMENT:** You and I agree to informally settle any disputes affecting my Accounts which might arise under this Agreement and Disclosure. If that cannot be done, you and I agree that any dispute affecting my Accounts and arising out of or relating to this Agreement and Disclosure will be resolved by **BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. I thus GIVE UP MY RIGHT TO GO TO COURT to assert or defend my rights under this Agreement and Disclosure (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). My rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. I am entitled to a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**. The place of arbitration shall be Los Angeles County, California. FOR MORE DETAILS, I will check the American Arbitration Association's website, [www.adr.org](http://www.adr.org), OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879. Please note that any debt or loan obligation I may have with you is not subject to this arbitration agreement.

45. I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my ATM/Debit Card, ATM Card, ATM or On-Line Banking PIN, or granting any person power to act as my agent under a power of attorney or trustee for a trust account), I understand that any transaction completed by such person shall be considered authorized by me.

**TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS:**

1. If there is more than one owner, all agree with each other and with you 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 shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. You 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.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. Being a joint owner of an account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members.
5. Except as set forth herein or in the applicable loan agreement(s), I may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any one of us shall be binding on all of us. I may not withdraw funds that are pledged as security on loan(s) without the written approval of a loan officer, except to the extent that such funds exceed my total primary and contingent liability to you. I may not withdraw any funds below the amount of my primary or contingent

liability to you if I am delinquent as a borrower, or if borrowers for whom I am comaker, endorser, or guarantor are delinquent, without the written approval of a loan officer.

6. A right of survivorship arising from the express terms of a joint account cannot be changed by will.

**TERMS AND CONDITIONS APPLICABLE TO ALL PAY-ON-DEATH (P.O.D.) DESIGNATIONS:**

1. If I have made a Pay-On-Death (P.O.D.) designation on my Membership Card, this designation will apply to all my Credit Union share accounts with the exception of IRA Accounts. If I wish to change beneficiaries I must complete a new Account Application Designation of Beneficiary. All sums in such accounts are payable on request to me during my lifetime and upon my death, first to you to the extent of any outstanding matured or unmatured debts owed to you by me and second to my designated P.O.D. payee(s) or if the account is jointly owned, to one or more account owner(s) during their lives and on the death of all of them, first to you to the extent of any outstanding matured or unmatured debts owed to you by me and second to one or more payees then surviving in equal and individual shares. If a P.O.D. payee dies before all of the account owner(s), then upon the death of all of the owner(s), all sums are divided equally among the surviving P.O.D. payees.
2. A Pay-On-Death designation cannot be changed by will.

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

1. If I am a trustor/trustee and want to establish an account in connection with a written trust, you may require me to provide you with a notarized trust certification confirming my power as a trustee prior to opening the account.
2. You are not required to know, understand, interpret, or enforce the terms of the Trust Instrument.
3. I acknowledge that the Account is governed by the applicable terms and conditions set forth in this Agreement and Disclosure and by the terms set forth in my "Application for a Trust Account," which are incorporated herein by this reference as though set forth in full.
4. Living trust accounts are not subject to Multiple Party Accounts Law.

**TERMS AND CONDITIONS APPLICABLE TO ALL CUSTODIAL ACCOUNTS:**

1. The transferor/custodian is opening an account as custodian for the minor named on the Transfer to Minor's Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the Transfer to Minor's Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.
2. I acknowledge that by signing the Transfer to Minor's Membership Card, I have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act and I agree to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions of the Transfer to Minor's Membership Card.
3. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
4. The successor custodian named on the Transfer to Minor's Membership Card shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.
5. Custodial accounts are not subject to the Multiple Party Accounts Law.

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

1. I am duly appointed and acting in the capacity of Executor / Executrix, Administrator / Administratrix, Guardian or Conservator. By the authority vested in me, I am acting individually or jointly, authorized and empowered to transact business of any character in connection with this account. My authority shall continue in force until written notice to the contrary is received by you.
2. I may pledge any or all funds on deposit in the account as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any one of us shall be binding on all of us.
3. If the account is blocked, I understand that I shall file with the court a written receipt including an agreement with you that the funds in the account, including any dividends, shall not be withdrawn or pledged except upon court order.
4. Fiduciary accounts are not subject to the Multiple Party Accounts Law.

**TERMS AND CONDITIONS APPLICABLE TO ALL SAVINGS ACCOUNTS:**

1. The Minimum Deposit required to open the Primary Savings Account is the purchase of a \$5.00 share.
2. I must maintain a minimum daily balance of \$5.00 in my account in order to qualify for membership. If, during any month, my account balance falls below the required minimum daily balance, my account will be subject to a service fee for that month as set forth in the Schedule of Fees and Charges.

3. My primary savings are subject to a low balance fee as detailed in our schedule of fees and charges.
4. I must maintain a minimum daily balance as set forth on your Dividend Rate Sheet in my account each day to obtain the disclosed Annual Percentage Yield (APY).

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

1. The Minimum Deposit required to open this account is as disclosed on your Dividend Rate Sheet.
2. No minimum balance requirements apply to this account in order to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance as disclosed on your Dividend Rate Sheet in my account to obtain the disclosed Annual Percentage Yield (APY).
4. Refer to your Dividend Rate Sheet for minimum transaction limits.
5. I may **not** pledge any of the funds on deposit in the account as security for any loan(s).

**TERMS AND CONDITIONS APPLICABLE TO  
ALL CHECKING ACCOUNTS:**

1. The minimum deposit required to open a checking account is as disclosed on your Dividend Rate Sheet.
2. No minimum balance requirements apply to this account in order to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance as set forth on your Dividend Rate Sheet in my account each day to obtain the disclosed Annual Percentage Yield (APY).
4. You may, at your discretion, but are not obligated to nor shall you 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 you ("overdrafts").
  - b. If drawn by means not authorized in advance by you.
  - c. Against checks presented over six (6) months past their dates.
5. You may pay and charge to my Account, checks drawn by and payable to any person, organization, association or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient funds in my Account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage to me of any kind.
6. If you have made good faith payment to a holder, you may charge my Account according to:
  - a. The original tenor of my check; or
  - b. The tenor of my completed check unless you have notice that any such completion is improper.
7. I, or any other person authorized to draw on the Account, may order stop payment of any check payable against my Account, provided my request is timely and affords you a reasonable opportunity to act upon it under your rules. All stop payment requests must be in writing, online through On-Line Banking or by Audio Response. My stop payment must include the Account number, check number, exact amount, check date and name of payee. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. I agree to indemnify, defend and hold you harmless for all claims, actions and damages related to or arising from your action in stopping payment of any check pursuant to my request. A stop payment fee will be assessed for each stop payment request. All written requests shall 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 request was effective. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request.  
I may not stop payment on completed electronic point-of-sale transactions, Credit Union Official Checks issued or guaranteed by you.
8. Death, dissolution or incompetence of me (or any of us) shall not revoke your authority to accept, pay or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death, dissolution 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 you. We shall notify you if any of us die, become incapacitated or our organization is dissolved.
9. If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
  - a. Any holder in due course on the check against the drawer or maker;
  - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
  - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.

10. You may without liability accept, pay, guarantee or charge checks to the Account in any order convenient to you.
11. In the event of wrongful dishonor which occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft or other debit on my Account, your determination of whether sufficient funds exist in my Account may be made at anytime between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft or other debit.
12. You are neither given notice or otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.
13. I agree that, in the event I draw a check on my Account with you, I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
14. I may authorize all checks from my Checking Account(s) to be cleared pursuant to a separate written VISA overdraft agreement. I agree that overdrafts, if paid in excess of funds in any loan account, are payable on demand. If transferred from the L51 Loan the transfer will be subject to a \$5.00 Loan Advance Fee for each advance made from my L51 VISA Account to cover share drafts for which I have insufficient funds.
15. You may recognize the signature of anyone who signed the Membership Card as authorized to transact any business on this Account including, but not limited to, the causing or making of overdrafts (for which all of us shall be liable) and endorsement of checks payable to any signer of this Account. Each account owner is jointly and severally responsible for paying any overdrafts created by us whether or not we participate in the transaction or benefit from its proceeds.
16. No funds in this Account may be pledged by any or all of said owner(s) as security for any loan(s).
17. If this is an ORGANIZATION Account (i.e. corporate, partnership or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this Account.
18. I will notify you immediately if my checks are lost or stolen. I agree that I will be responsible for losses caused by a delay in my notification to you.
19. As a convenience to me, you will submit my initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my Checking Account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.
20. This is a truncated Checking Account. Checks are provided with carbon less copies and are not returned with statements. Checks are microfilmed on both sides and stored for seven years from date of posting. I may request and you will provide me with a photocopy of a requested item within a reasonable time. You will not charge me for the first two copies of items I request on any statement. Additional copies will be subject to an assessment of a fee. If I have not ordered my Credit Union checks through your approved check vendors, I understand that you are not responsible for the quality of any check copy that I request from you.
21. You may charge against my Account a postdated check even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check until the due date. Notice may be written or oral. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period. A fee may be assessed for this service.
22. All checks written on my Account must be drawn in U.S. dollars.

**TERMS AND CONDITIONS APPLICABLE TO COURTESY PAY:**

Courtesy Pay service means the Credit Union may honor and pay my checks, transfers or withdrawal requests drawn against insufficient funds. Courtesy Pay is a non-contractual courtesy which is available to individually or jointly owned accounts in good standing for personal or household use. The Credit Union reserves the right to limit participation to one account per household and to discontinue this service without prior notice. Courtesy Pay service is made available only to members meeting specific qualifying criteria. In order to be eligible to receive Courtesy Pay service, I must be a member in good standing and have a Checking Account that has been open for at least 45 days. The following qualifying criteria also apply:

- Must be 18 years of age
- Must not be in default on any loan obligation at the Credit Union
- Must not be subject to any legal or administrative order or levy
- Must either carry a balance of \$500 or higher in savings and/or investment accounts (not including IRA's), or carry a balance less than \$500 with direct deposit.

Not all members will qualify.

This automatic courtesy will apply to the following items:

- Checks and other transactions made using your checking account number, including checks cashed at a teller window.
- Automatic bill payments
- Recurring debit card transactions
- ACH withdrawals

The Courtesy Pay service is available for any of the above transactions, however, I understand that you will not pay overdrafts on ATM withdrawals and Debit Card purchases I make in a store, online or by telephone (one-time Debit Card transactions), unless I opt-in for the coverage of these transactions. I further understand that even if I do not request coverage for ATM and one-time Debit Cards transactions, you may still pay my overdrafts for other transactions covered under the Courtesy Pay program as detailed above.

If you choose to pay an overdrawn item, I will be subject to a Courtesy Pay Fee in the amount set forth in the Schedule of Fees and Charges for each item paid that overdraws the account. This means that more than one Courtesy Pay Fee can be charged in one day, depending on the number of overdrafts cleared through the Courtesy Pay service. I understand and agree that I am obligated to reimburse you "on demand". I am required to immediately deposit with you, within 14 days, sufficient funds to cover the overdrawn item(s) paid by you under this Courtesy Pay service and pay the Courtesy Pay service fee(s).

The Credit Union reserves the right to limit the number of overdrawn checks in any calendar month and the total dollar amount of overdrawn items that may be paid under the Courtesy Pay service during any calendar month. This Courtesy Pay service will generally be limited to a maximum range of \$300 – \$1,000 based on my eligibility. Any and all fees and charges, including without limitation, the non sufficient fund/overdraft fees as set forth in the Schedule of Fees and Charges, will be included in this limit. Further, the Credit Union does not guarantee payment of any overdrawn item or other transaction. You may refuse to pay any overdrafts without first notifying me even though my account is in good standing and even if you have paid previous overdrafts. If you choose not to pay the overdrawn item(s), I am subject to the NSF fee, as set forth in the Schedule of Fees and Charges for each item returned.

If I have established overdraft protection from a VISA Credit Card Account, you will always pay the overdraft by this method before using Courtesy Pay.

You may terminate or suspend the Courtesy Pay service at any time without prior notice. In no event shall any termination relieve me of my obligation to repay such sums already overdrafted, overdraft fees, collection costs, and attorneys' fees, if any. You can delay enforcing any of your rights under this Agreement without losing them.

Courtesy Pay should not be viewed as an encouragement to overdraw the account. As always, I am encouraged to manage my finances responsibly. If I prefer not to have Courtesy Pay service I will notify you by mail, email, or by phoning one of your offices (listed on the front of this Disclosure). I realize that if I do not have the Courtesy Pay service, I will be assessed an NSF fee to my account whether or not the item is paid. I also am aware that the Courtesy Pay limit will not be reflected in my balance provided at the ATM or through Home Banking.

**TERMS AND CONDITIONS APPLICABLE TO TERM SHARE (CERTIFICATE) ACCOUNTS:**

1. The terms and conditions set forth in my Term Share (Certificate) and Disclosure are incorporated by this reference.

**TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS:**

1. The minimum balance required to open this account is \$100.00. Additional deposits are permitted to contributory IRAs only.
2. I may not pledge any of the funds on deposit in the account as security for any loan(s).
3. Certain federal and state penalties apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.

**IV. (A) FUNDS AVAILABILITY DISCLOSURE**

**MY ABILITY TO WITHDRAW FUNDS**

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

Please remember that even after you have made funds available to me, and I have withdrawn the funds, I am still responsible for checks I deposit that are returned to

you unpaid and for any other problems involving my deposit.

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

**LONGER DELAYS MAY APPLY**

In some cases, you will not make all of the funds that I deposit by check available to me on the first business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the second business day after the day of my deposit. The first \$100, or the amount specified by Federal Law, of my deposits, may be available on the first business day.

If you are not going to make all of the funds from my deposit available on the first business day, you will notify me at the time you make my deposit. You will also tell me when the funds will be available. If my deposit is not made directly to one of your employees, (i.e. Credit Union Service Center) or if you decide to take this action after I have left the premises, you will mail me the notice by the day after you receive my deposit.

If I will need the funds from a deposit right away, I should ask you when the funds will be available. In addition, funds I deposit by check may be delayed for a longer period under the following circumstances:

- You believe a check I deposit will not be paid.
- I deposit checks totaling more than \$5,000 on any one day.
- I redeposit a check that has been returned unpaid.
- I have overdrawn my account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

**SPECIAL RULES FOR NEW ACCOUNTS**

If I am a new member, the following special rules will apply during the first 30 days my account is open.

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

Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me (and I may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000 will not be available until the second business day after the day of my deposit.

Funds from all other check deposits will be available on the ninth business day after the day of my deposit.

**DEPOSITS AT AUTOMATED TELLER MACHINES**

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

**IV. (B) 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 my 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 me) can be used by me for endorsements or any other markings.

You will not be responsible for any damages incurred in the event I 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 me or a prior endorser on the back of the check.

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