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SkyOne FEDERAL CREDIT UNION
14600 Aviation Blvd
Hawthorne, CA 90250
800.421.7111 | www.SkyOne.org

BUSINESS MEMBERSHIP APPLICATION

MEMBERSHIP # | New Membership

SECTION 1

BUSINESS INFORMATION

Business Name			
Street Address	City	State CA	Zip
Email Address	Business Phone #		
Business Industry			

Consent to Contact by Telephone and/or by Text: By signing this document below, I/we (responsible individual(s) and any authorized signers referenced herein) agree that the Credit Union may from time to time make calls and/or send text messages to me/us at any telephone number(s) provided in this business membership application, including any mobile/cellular telephone numbers and/or numbers that are later converted to mobile/cellular telephone numbers, that may or may not result in data usage and/or charges to me/us. This is so the Credit Union can service and keep me informed about my membership, any and all of my/our account(s), any loans and transactions I/we have executed or may enter into with SkyOne, and/or to provide me/us with fraud, security breach, or identity theft alerts. I/We also agree that I/we may be contacted by the Credit Union service providers and/or any third party making such calls or sending such text messages on its behalf. The manner in which these calls or text messages may be made to me/us include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. I/We understand that I/we am/are not required to provide consent as a condition to receiving the Credit Union's products or services. I/We may change the telephone number(s) provided at any time by contacting the Credit Union at 800-421-7111.

By also initialing this paragraph below, I/we further authorize SkyOne to contact me/us as set forth above, by making calls and/or sending text messages to me/us at any telephone number(s) I/we have provided in this business membership application, through, but not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems, to offer products and services that might be of interest to me/us. I/We understand that I/we am/are not required to provide this additional consent as a condition to receiving the Credit Union's products or services.

_____
Responsible Individual's Initials

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SECTION 2

MEMBERSHIP ELIGIBILITY — I am eligible to join SkyOne in one of the following ways:

A $5.00 minimum savings account deposit is required for membership.

☐ Business is a chapter/unit/etc of Associational Group (AG). For non-profit organizations only. Association name: _____

☐ Community Group (CG): The ☐ business headquarters or ☐ primary place of business is located in a qualified area around SkyOne Main Branch. ZIP Code _____

☐ I understand and agree that if I do not fall within the member eligibility groups, I agree to become a member of Friends of Madrona Marsh (FOMM) or Surfrider Foundation. I agree to pay the one time fee of $20 for FOMM (So. CA residents only) or $25 for Surfrider Foundation (all other residents). ☐ I agree

I am an existing member of SkyOne Federal Credit Union. My member number is: _____

ACCOUNT OWNERSHIP

☐ Sole Proprietorship	☐ General/Limited Partnership	☐ Corporation	☐ Incorporated Association
☐ Non-Profit Org/Association	☐ Limited Liability Company	☐ Unincorporated Assoc. - Club/Organization	

SECTION 3

ACCOUNT OPTIONS

Choose the account(s) you would like to open.

☒ Business Savings	☒ Business Checking	☐ Business High-Yield Savings	☐ Business Liquid Certificate	Other

Resolution of Authority
The undersigned hereby certify(ies) that the following is a resolution that Business (as defined above), having full power and lawful authority to do so, has duly adopted and has not rescinded or modified, the following:

Be it resolved that:

1. The Business hereby applies for membership in SkyOne Federal Credit Union ("Credit Union") and by making this application, agrees to comply with Credit Union's Bylaws, Charter and Amendments, and to establish at least one (1) share (deposit). Business further agrees to abide by the terms and conditions set forth in the Credit Union's Member Account Agreement and Disclosure, the Fee Schedules, and other signature cards and account information and disclosures. The terms and conditions of the aforesaid documents are expressly incorporated herein and made a part hereof and are agreed to by Business.

2. The undersigned and the authorized signers on the account ("Authorized Signers") named below is/are hereby authorized in the name of and on behalf of the Business to (a) deposit, withdraw, and/or transfer funds on deposit at Credit Union, unless otherwise specified; (b) execute any document, including but not limited to, account applications and agreements, facsimile signature authorization agreements, wire transfer agreements, automated clearinghouse agreements, lock box and other cash management agreements, and payroll deposit agreements; and (c) take any action on behalf of Business to carry out the terms of these authorizations and the terms of the documents described herein. Credit Union is authorized to honor and pay all checks signed as provided herein, including those drawn to the order of any officer/principal or Authorized Signer on this account.

3. Business authorizes Credit Union to check its credit history for any reason, including verification of the information on this application. Credit Union may, at its discretion, pay checks, drafts, and electronic transactions initiated by either Business or its Authorized Signers, that will overdraft Business' account.

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BUSINESS MEMBERSHIP APPLICATION

MEMBERSHIP # | New Membership

4. Business approves and ratifies any and all acts committed by Business or its Authorized Signers with regard to any accounts established with Credit Union. Business agrees with Credit Union that the terms of this Agreement, and the designated persons to act on behalf of the Business shall remain in full force and effect until Credit Union receives official notice, in writing, from Business of a revocation thereof, by resolution duly adopted by Business. This certification by Business as to the signatures of the undersigned shall be binding upon Business until Credit Union has actually received such notice in writing. Business further agrees that Credit Union is authorized to act pursuant to this resolution until it receives notice of a revocation, and that Credit Union shall be indemnified against any loss suffered, or any liability incurred by it, in the continuing to act, pursuant to this resolution, even though this resolution may have been changed.

By signing below, the undersigned agrees to be and severally liable and responsible for any loss, damage, or charges incurred because of its use of the accounts at Credit Union, and further agrees that facsimile signatures will have the same legal force and effect as original signatures.
IN WITNESS WHEREOF, the undersigned having full power and authority to execute this Resolution of Authority on behalf of Business has signed this resolution this_____day of _____, 20_____.

Print Name _____ Signature _____ Title _____

SECTION 4

RESPONSIBLE INDIVIDUAL — Order Debit Card

First Name	Last Name	SS # or TAX ID #	
Street Address	City	State CA	Zip
Email	Cell Phone	Date of Birth	
Driver's LIC. State or Other ID#	State/Country CA	Date Issued	Expiration

☐ Driver License ☐ State ID ☐ Military ID ☐ Passport ☐ Permanent Residence Card

Employer (If retired, former employer name)	Occupation

☐ Employed ☐ Self-Employed ☐ Student ☐ Homemaker ☐ Active Military ☐ Retired Military ☐ Government/DOD ☐ Other

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Print Authorized Signer Name _____ Authorized Signer Signature _____ Date _____

SECTION 5

PART 1	TAXPAYER IDENTIFICATION NUMBER (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).	Social Security Number	Employer Identification Number
PART 2	CERTIFICATION	

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person. The FATCA code certification does not apply. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Sign Here	Signature of U.S. Person	Date

SECTION 6

ACCOUNT AGREEMENT

All applicants must provide a valid state or U.S. Government-issued photo identification. As required by federal law, the Credit Union must verify the identity of each person seeking to open an account (including all owners and authorized signers) and must maintain records of the information used to verify each person's identity.

I/We agree to conform to the Credit Union Bylaws, the terms and conditions of the Membership Application and Agreements & Disclosures (Share Accounts, Truth in Savings, and Electronic Services). I/We hereby apply for membership and authorize SkyOne Federal Credit union to verify all the information supplied herein; and to verify my/our creditworthiness.

Print Responsible Individual Name _____ Responsible Individual Signature _____ Date _____

Please upload a picture of your photo identification here:

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Certification of Beneficial Owner(s)

Persons opening an account on behalf of a legal entity must provide the following information:

a. Name and Title of Natural Person Opening Account:

_____

b. Name, Type and Address of Legal Entity for Which the Account is Being Opened:

_____

c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)	FOR U.S. PERSONS: Social Security Number	FOR NON-U.S. PERSONS: Social Security Number, Passport Number and Country of Issuance, or other similar identification number[1]	OWNERSHIP %

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(If no individual meets this definition, please write "Not Applicable.")

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions.

(If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

NAME / TITLE	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)	FOR U.S. PERSONS: Social Security Number	FOR NON-U.S. PERSONS: Social Security Number, Passport Number and Country of Issuance, or other similar identification number[1]

I, test **(name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct. I also agree to notify SkyOne of any changes in the information provided in this Certification.**

Signature: _____ Date: _____

☐ A legal entity owns 25% or more of this legal entity. Completed Beneficial Ownership Addendum required.

FOR OFFICE USE ONLY		
ACCOUNT #	DATE OPENED	OFFICE #

[1] In lieu of a passport number, non-U.S. persons may also provide a social security number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

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APPENDIX A to § 1010.230 Certification Regarding Beneficial Owners of Legal Entity Customers

GENERAL INSTRUCTIONS

What is the Certification of Beneficial Owner(s) form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

For Reference

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of non-U.S. persons) for the following individuals (i.e., the beneficial owners):

(i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and

(ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on the Certification of Beneficial Owner(s) form.

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ESIGN Consent to Use Electronic Records and Signatures (ESign Consent)

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. However, with your prior consent, we may instead provide this information to you electronically. We also need your general consent to use electronic records and signatures throughout our relationship with you. So, before you use any of our Electronic Services (as defined below), you must review and consent to the terms outlined below.

In this ESIGN Consent:

- "We," "us," "our," and "SkyOne Federal Credit Union" means SkyOne Federal Credit Union, SkyOne Advisors, and each and every current and future affiliate of SkyOne Federal Credit Union.
- "You" and "your" means the person giving this ESIGN Consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any SkyOne Product that you apply for, use or access.
- "Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign, submit, or agree to at our request.
- "Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging), and/or software applications (including applications for mobile or hand-held devices), either now or in the future.
- "SkyOne Product" means each and every account, product, or service we offer that you apply for, own, use, administer or access, either now or in the future. SkyOne Products include Electronic Services.
- The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples; the list is not exclusive or exhaustive, the items in the list are only illustrations, and the items are not the only possible items that could appear in the list.

1. Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing.

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in our Online Access Agreement and in other agreements we may have with you from time to time. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communication via paper, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this ESIGN Consent will automatically cover those Communications as well. We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

2. Your option to receive paper copies.

If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate customer service unit and request a paper version. You will find the appropriate contact information in the account statement or agreement for the SkyOne Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the applicable statement or agreement for any fee that may apply for paper copies.

In Process

3. Your consent covers all SkyOne Products; Privacy Policies.

Your consent covers all Communications relating to any SkyOne Product. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new SkyOne Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other SkyOne Product.

You agree that we may satisfy our obligation to provide you with an annual copy of our Private Policy by keeping it available for review on www.skyone.org, or, with prior notice to you, on another website where we offer Electronic Services.

4. You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- your access to our Electronic Services, including online banking, and
- your ability to use certain SkyOne Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific SkyOne Product, if you withdraw consent, we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply.

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To withdraw your consent:

- If you are enrolled in online banking, you must contact us at **1.800.421.7111.**
- If you are not enrolled in online banking, you must contact us at **1-800-421.7111.**

5. You must keep your email or electronic address current with us.

You must promptly notify us of any change in your email or other electronic address. Sign on to SkyOne Online to update your contact information and change the email address on record for you. There may be other, special SkyOne Products for which we provide separate instructions to update your email or other electronic address.

6. Hardware and software you will need.

To receive Electronic Records, you must have access to:

- a Current Version (defined below) of an internet service provider (i.e. AT&T, Spectrum, Verizon, etc.);
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader),
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form, and
- an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. Please be sure you are using the most up to date versions of the browsers listed below:

- Microsoft Internet Explorer
- Microsoft Edge
- Mozilla Firefox
- Safari
- Google Chrome

You should check the Technical Requirements page occasionally for updates on supported software. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Electronic Services.

7. Changes to hardware or software requirements.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

8. Your enrollment in Electronic Services using our equipment.

If you utilize an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use Electronic Records and signatures under the terms of this ESIGN Consent.

9. Communications in languages other than English.

Please note, we may be unable to fulfill and service SkyOne Products in a language other than English. Future Communications may be in English only. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to have any future English Communications explained to you.

Our Communications are produced in English. For your convenience, we will provide a Spanish translation when available. You agree that the English version is always the controlling Communication.

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review Electronic Records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your SkyOne Products.

Additional examples of Electronic Records covered by this ESIGN Consent include:

1. This ESIGN Consent and any amendments;
2. Our Online Access Agreement, other service or user agreements for online access to our Electronic Services, and all amendments to any of these agreements;
3. All of the Communications related to any SkyOne Product, except for those excluded by the terms of this ESIGN Consent;
4. All of the periodic account and activity statements, disclosures and notices we provide to you concerning your SkyOne Products;
5. Agreements, statements, tax reporting statements (if you elect electronic delivery), brochures, Service Notices and Performance Reports regarding accounts, products and services offered by or through SkyOne Advisors;
6. Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees;
7. Notices of amendments to any of your agreements with us; and
8. Other disclosures and notices that we are legally required to provide to you or choose to provide to you in our discretion.

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☒ I have read, understand and agree to the ESign Consent to Use Electronic Records and Signatures.

Print Name/Business Name
Signature
Date

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BUSINESS ACCOUNT AGREEMENT

Table of Contents

Foreword 3
Part I – Share Account Agreement and Truth in Savings Disclosure 3
Section 1. General Terms and Conditions Applicable to All Accounts 3
Opening and Maintaining Accounts 3
Notifications and Records 6
Closing Accounts, Disputes, and Restrictions on Services 9
Additional General Terms 10
Section 2. General Terms Regarding Account Ownership, Agents, and Authorized Signers for All Accounts 13
Section 3. General Terms Regarding Access, Transactions, Withdrawals, and Deposits to All Accounts 14
Withdrawals 14
Deposits 15
Checks and Other Items or Access Devices 17
Corrections, Disputes, and Additional Terms Regarding Transactions 20
Section 3. Payment of Dividends 21
Section 4. Terms and Conditions Applicable to Checking Accounts 21
Basic Business Checking 22
General Terms and Conditions Applicable to all Checking Accounts 22
Section 5. Terms and Conditions Applicable to Business Share (Savings) Accounts 22
Business Share (Savings) Accounts 23
Part II – Funds Availability 23
Section 1: Your Ability To Withdraw Funds 23
Section 2: Longer Delays May Apply 23
Section 3: Special Rules for New Accounts 24
Part III – Account Balances and Liability for Overdrafts 24
Section 1: General. 24
Section 2: Your Checking Account Balance 25
Authorization Holds for Debit Card Transactions. 27

In Process

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

Section 3: How Transactions Are Posted to Your Account. 28
Section 4: Payment of Overdrafts 29
Payment of Overdrafts. 29
Optional Overdraft Protection Plans. 30
Section 5: Overdraft Privilege Pay Service 31
Section 6: An Additional Note Regarding Overdraft, Courtesy Pay Programs 34
Part IV – EFT 34
Section 1: General Disclosures Applicable to All Electronic Services 35
Section 2: Additional Disclosures Applicable to ATM Cards and Debit Cards 40
Foreign Transactions and Charges 42
Additional Disclosures Applicable to Point-Of-Sale Transactions 42
Section 3: Additional Disclosure Applicable to Telephone Banking 44
Access Code Safety Precautions 44
Section 4: Additional Disclosure Applicable to Electronic Access Systems 45
Section 5: Additional Disclosures Applicable to Electronic Check Transactions 45
Section 6: Additional Disclosures Applicable to ACH Transactions 45
Section 7: Additional Disclosures Applicable to Telephone Transactions 46
Part V – Funds Transfer Agreement and Notice 47
Part VI – Member Conduct and Limitation of Services Policy 50
Section 1: General Provisions 50
Section 2: Definitions 51
Section 3: Policy 53

In Process

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

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Foreword

The purpose of this booklet is to disclose information, terms, conditions, and the various laws and regulations relating to your accounts to help you better understand your rights and obligations as a business member of SkyOne Federal Credit Union and its divisions.

This Business Account Agreements and Disclosures booklet is effective August 1st, 2020 and supersedes any conflicting terms and conditions contained in any prior versions or amendments. Throughout this booklet, the booklet is referred to as the "Account Agreement."

Throughout this Account Agreement, the words "you," "your," and "yours" mean the business designated on the Business Membership Application as well as the owner(s) of such business and all authorized signers on a SkyOne Federal Credit Union business deposit account. The words "we," "us," or "Credit Union" mean SkyOne Federal Credit Union, and its divisions, branches and dba's. The words "authorized signer" mean a person who has your actual or apparent authority to transact business on your account(s), whether or not such person has signed the Business Membership Application or other documentation for your account(s).

In Process

Part I – Share Account Agreement and Truth in Savings Disclosure

Section 1. General Terms and Conditions Applicable to All Accounts

Opening and Maintaining Accounts

1. You must be and remain a member in good standing to maintain any account. Business accounts are intended for business/commercial purposes and cannot be used for personal, family or household uses. If any of your accounts are being used for personal, family or household purposes, we reserve the right to close the account and/or convert the account to a personal account.

2. To be eligible for membership in the Credit Union you must be an entity qualifying within the Credit Union's field of membership and must deposit and maintain at least $5.00 in your Business Savings Account as required by Credit Union Bylaws. If you reduce your Business Savings Account balance below $5.00 and do not increase the balance to at least $5 within six (6) months of the reduction, you may be terminated from membership at the end of a dividend period.

3. Federal law, (USA Patriot Act) requires all financial institutions to obtain, verify, and record information that identifies the identity of each person seeking to open an account (including beneficial owners and authorized signers). To comply with such federal regulations, we require you to provide us with information for the following individuals: (a) each individual, if any, who owns, directly or indirectly, 25% or more of the equity interests of the legal entity business maintaining an account with us; and (b) an individual with significant responsibility for managing the legal entity (e.g., a chief executive officer, chief financial officer, chief operating officer, managing member, general partner, president, vice president, or treasurer).You agree to provide us with any information requested regarding beneficial owners of accounts and certify their accuracy upon request by us. We may deny membership, decline to open an account, or close an account if we are prohibited from doing so under applicable law or if we are unable to satisfactorily verify any account owner or beneficiary's identity.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

You will promptly notify us of any change of ownership of any business maintaining an account with us, or any change of an authorized signer. We may require a new Business Membership Application for the business and documentation supporting the change of ownership or change in any authorized signer. You will cooperate with us to document any change in ownership or change of an authorized signer. We may restrict access to the account until documentation satisfactory to us is received and shall incur no liability for any such restriction.

4. In addition to providing us with the name, residential address, phone number and date of birth of beneficial owners and authorized signers, we will require you to provide us with current government issued picture identification and, for interest-bearing accounts, a Social Security Number (SSN) or Employer Identification Number (EIN) (generically referred to as an Individual Taxpayer Identification Number or ITIN or TIN). We will further require you to certify (confirm) for IRS reporting purposes that the SSN, EIN or ITIN matches your 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.

In Process

5. We may open an account if you are unable to provide a TIN, at our sole discretion, upon receipt of documentation that is satisfactory to us. However, no dividends will be paid on any such account.

6. 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.

7. 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.

8. Except as otherwise provided herein, we reserve the right to change any provision of or establish new provisions to this Account Agreement. To the extent required by applicable law, we will provide you with thirty (30) days written notice of changes to material provisions hereunder.

The Funds Availability Policy in Part II is subject to change upon fifteen (15) days written notice.

9. All accounts are subject to our *Schedule of Service Charges*, which accompanies this Account Agreement and is incorporated by this reference. We will debit such charges against any account you own. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.

Operation of Accounts

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

11. You may be required to request changes to your accounts in writing. We are not required to act upon instructions received by facsimile, email, or other electronic communication channel, and we have the right to require additional information from you before we act on any request. We shall have no liability or responsibility to you or to your successors, assignees, agents, or representatives when acting upon the reasonable interpretation of your requests.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

12. 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.

13. There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending investigation, including in one or more of the following circumstances: (1) your account is involved in any legal or administrative proceeding; (2) we receive conflicting information or instructions regarding account ownership, control or activity; (3) we suspect that you may be the victim of fraud, scam or financial exploitation, even though you have authorized the transaction(s); (4) we suspect that any transaction may involve illegal activity or may be fraudulent; (5) we are complying in our sole judgment, with any federal or state law or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws; or (6) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.

14. 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 payees, authorized signers, business owners, association or business directors, or members, you agree that we may, without liability to you or your owners or authorized signers 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; (4) honor the claim against your account if we are satisfied as to the claim's validity; or (5) 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.

15. We may recognize the signature of anyone who signed a Business 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 Account Agreement and/or the Business 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. In addition, if we

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

receive written notice from any person who signed a Business Membership Application, such as a beneficial owner or authorized signer, 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 parties to the account. Such written notice(s) will become effective only upon receipt and after we have had a reasonable opportunity to act thereon; however, our release of amounts to a beneficial owner in contravention to any instructions from another person who signed a Business Membership Application shall not result in liability for us.

16. 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.

The right of offset does not apply if prohibited by law. We will also have the right to place an administrative hold on such funds pending offset. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against your account. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to the exercise of our right of offset.

In Process

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 for deposit-account-related disputes to the maximum extent permitted by applicable state and federal law.

After account opening, if the CU discovers a material change in financial circumstances which may affect the account holder's ability to pay their obligations as they come due, the CU may exercise its discretion to accelerate the loan and offset from the share account.

Notifications and Records

17. You can contact us about your accounts and services for (including but not limited to) Change of Address, Revoke Consent to Automatic Telephone Dialing, Lost or Stolen Checks, Lost or Stolen Access Device/PIN/Access Code, Lost or Stolen Card, Questions about Electronic Services, Confirmation of Direct Deposit to Your Account, Calling to Stop Payment from Your Account, and General Account Information/Opening and Closing Accounts) at the addresses and numbers listed below:

I. By Phone: 800-421-7111

II. By Email: Memberservice@skyone.org

III. By Mail: 14600 Aviation Boulevard, Hawthorne, CA 90250

IV. By Fax: 310-491-7400

18. Except as expressly provided otherwise in this Account 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 your business as reflected in our records for your account. If your account is in a combined statement, your statement will be sent to the address associated with the savings

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

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, the provisions of the Electronic Services Agreement and Disclosure included at Part IV of this Account Agreement will apply). For purposes of this Account 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. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply, and the loss on the items will be allocated between us and you to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item within sixty (60) days or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.

19. 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:

14600 Aviation Boulevard, Hawthorne, CA 90250

20. 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 any and all correspondences and may destroy account-related information sent to you until you provide a valid postal or electronic address to us.

21. 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.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

22. You agree to notify us promptly of any change of address. 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 Service 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 Service Charges*.

23. You agree to notify us immediately of the death or court declared incompetence of any authorized signer or owner, or the dissolution of your business. The death or incompetence of any authorized signer or owner or dissolution of your organization, shall not revoke our authority to accept, pay, or collect a check(s) 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.

24. You understand and agree that we must comply if we are served with any notice of garnishment or of attachment, tax levy (including without limitation, any "notice of 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. You agree that you must contest any such legal process or our compliance with it directly with the third party issuing the legal process, and not with us. We may charge a Legal Attachments, Levies, and Garnishment fee, as set forth in our *Schedule of Service 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 or authorized signer 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 parties on the account, even if their information was not expressly requested by the subpoena or legal process. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served any legal process, we may charge such costs to your account. You understand and agree that funds we hold or set aside in response to legal process will earn dividends. You agree to indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages associated with our compliance with any process that we know or otherwise believe in good faith to be valid.

25. You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time, including obtaining your credit report for legitimate business purposes. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences with you to others.

26. 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.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

27. We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account, copies of statements, or records pertaining to specific transactions/dollar amounts, 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 Service Charges.*

28. We may offer you services to assist you in mitigating the risk of fraud on your account, such as positive pay, ACH fraud filters and electronic transaction authorization services. We may also recommend you implement specific fraud protection measures, as a best practice. If we expressly recommended in writing that you use a specific fraud protection service we offer or measure, and you either: (a) fail to use the recommended fraud protection service or measure; or (b) fail to use the recommended fraud protection service or measure in a manner that is consistent with written documentation provided to you, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended fraud protection service or measure in accordance with applicable documentation.

29. If you maintain insurance coverage for employee fraud and/or embezzlement, we reserve the right to require you to file a claim with your insurance company before you make any claim against us. In such event, we will only consider your claim after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

In Process

30. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. We will disclose information to third parties about your account or transfers you make in accordance with the terms of our privacy policy provided to you. For example, we will disclose such information to third parties in the following circumstances:

a. When it is necessary to complete a transaction, including an electronic transaction; or

b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

c. In order to comply with a government agency, court order, or any legal process; or

d. If you give us permission in writing.

Closing Accounts, Disputes, and Restrictions on Services

31. 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]. We are not required to close your account at your request if you have any pending transactions, the account is overdrawn or your account is subject to legal process (such as a garnishment, attachment, levy or similar order). In those cases, we will restrict your account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. After we restrict your account in preparation for closing it, we will not pay any additional dividends on the account.

If an account is closed, we may send the collected balance on deposit in your account, less any fees, claims, offsets, or other amounts you are responsible for, 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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

account; (4) any checks are lost or stolen; or (5) we deem it necessary in order to prevent a loss to us.

32. You understand and agree that we may terminate account products at our option without written notice to you. We may also suspend offering account products from time to time at our discretion without notice to you.

33. You agree that you will not use your accounts or our services to conduct any illegal transaction or engage in any activity which is illegal under local, state, or federal law. Restricted transactions are prohibited from being processed through your account or banking relationship with us. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If you engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.

34. You understand and agree that if you are not a member in good standing, we may limit your access to member services and products. Additional information regarding limitations to services is found in Part VI: Member Conduct and Limitation of Services Policy.

In Process

Additional General Terms

35. You agree that your telephone communications with us may be monitored and recorded to improve member service and security.

36. 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.

37. Our delay in enforcing any of the terms and conditions of this Account Agreement will not prohibit us from enforcing such terms and conditions at a later date. Any waiver by us shall not be deemed a waiver of other rights or of the same rights at another time. You hereby waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Account Agreement.

38. If a disaster occurs there may be an unforeseen delay in our ability to make funds available and to process deposits or otherwise perform under this Account Agreement. In addition to natural disasters, the failure of communication or computer systems can also cause unforeseen delays.

39. If any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Account Agreement shall remain in full force and effect.

40. 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.

41. You agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, 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)

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

which we incur by acting in accordance with this Account Agreement or as a result of your failure to abide by its terms, including but not limited to those arising from:

a. A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;

b. Any fraud, manipulation, or other breach of this Agreement by you;

c. Your violation of any law or rights of a third party; or

d. Your provision of access to your account(s), services, or electronic services to any third party.

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

In Process

43. Except as otherwise stated in this Account Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) your failure to follow any applicable software manufacturer's recommendations or our instructions; (k) a network system not working properly and you were aware of the malfunction when you started the transaction; (l) transactions that cannot be completed because funds in your account are subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction; or (m) incorrectly entering your PIN or Access Code.

You acknowledge that our fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

44. **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 ACCOUNT AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.**

45. Any claim, action or proceeding by you to enforce the terms of this Account Agreement or to recover for any loss arising from this Account Agreement or any product or service provided

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

hereunder must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises from this Account Agreement or any product or service provided hereunder.

46. You understand and agree that accounts and electronic services are provided "as-is." Except as otherwise provided in this Account Agreement or as required by law, the Credit Union assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any communications, personalization, or electronic settings. You understand and expressly agree that the use of electronic services is at your sole risk, and that any material and/or data downloaded or otherwise obtained through the use of electronic services is downloaded or obtained at your own discretion and risk, and that you will be solely responsible for any damages, including without limitation damage to your computer system or mobile device or loss of data that results from the download or the obtaining of such material and/or data.

47. Except as expressly set forth in this Account Agreement, the Credit Union disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third-party rights, regarding its services, including electronic services. The Credit Union makes no warranty or representation regarding the results that may be obtained from the use of electronic services, the accuracy or reliability of any information obtained through electronic services, the accuracy of any information retrieved by you from the accounts or that the electronic services will meet any user's requirements, be uninterrupted, timely, secure, or error free.

48. In the event of wrongful dishonor that occurs by mistake, our liability shall be limited to actual damages. The measure of damages for failure to exercise ordinary care in handling a check is the amount of the item reduced by an amount that could not have been realized by the use of ordinary care.

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

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

51. This Account Agreement as well as all of your deposit accounts will be interpreted and subject to applicable federal law and the laws of the State of California, without resort to California's conflicts of law rules and to the extent that California law is not inconsistent with federal law.

52. 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 deposits; or

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

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 with us and, with respect to that deposit account, you have done any of the acts described in paragraphs (a), (b), or (c) above 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 generally sent.

You can avoid having the funds in your deposit account surrendered to the state, however, by actively transacting on your accounts with us, corresponding in writing or electronically with us about an account, or communicating with us in person at a branch regarding an account.

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.

We may charge a fee for mailing you a notice regarding your unclaimed property as set forth in our *Schedule of Service Charges.*

In Process

Section 2. General Terms Regarding Account Ownership, Agents, and Authorized Signers for All Accounts

1. We may rely solely on our records to determine the form of ownership of your account, as well as the authorized signers on the account. Ownership for all accounts will be established and determined by the most recent Business Membership Application or other document(s) evidencing such account(s).

2. Each authorized signer on an account must be at least eighteen (18) years of age. Each authorized signer on an account is duly authorized to act with respect to the account(s) and we are authorized to act on all matters relating to the account(s) upon the order of any one of the authorized signers until we receive written instructions to the contrary from an authorized representative (as defined on the Business Membership Application). You certify that any signatures appearing on the Business Membership Application are the genuine signatures of said authorized persons. You agree that any instruction to permit withdrawal only upon the signature of two or more authorized signers or agents is for your internal use and benefit only and will not be binding on us. You agree that we will not be liable for any lack of signatures so long as the instructions contain the signature of or have been authorized by at least one authorized signer. Any payment made from your account in good faith and reliance on the terms and conditions of this Account Agreement and the Business Membership Application shall be valid and discharge us from liability. Without limiting 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.

3. We may continue to recognize an authorized signer's authority until we have received and have had a reasonable time to act upon your written modification or revocation of it. You are responsible for ensuring that each authorized signer is provided a copy of this Account Agreement and is familiar with it. Unless you have instructed the Credit Union in writing to the contrary, the

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

Credit Union may consider communications about your Account from an authorized signer on your Account as communications from you. You agree to notify the Credit Union immediately in writing if any authorized signer's authority has been terminated.

4. You agree to be responsible to us for the actions of authorized signers on your account. This means that you are responsible for familiarizing authorized signers with all of the terms of this Account Agreement. You are responsible for monitoring your business account(s), supervising employees and other persons authorized to conduct business on your account(s), reviewing all statements and other information we send you regarding your account(s), and immediately reporting to us any suspicious activity. If unauthorized activity on your account(s) is the result of actions of employees, officers, directors or other agents of your business, you agree that you will first look to any faithful performance bonds or similar insurance coverage you maintain to cover losses resulting from unauthorized activity on your Credit Union account(s). Our liability for any unauthorized activity that results from our negligence will be reduced by any amount you are able to recover from your own insurance company.

5. If you want to change your account in any way, you must properly complete additional forms provided by us, which shall not be effective until delivered to and accepted by us. We are authorized to rely solely on the documentation we have in our possession. On behalf of yourself, your agents, successors, and assigns, you hereby agree to indemnify us and hold us harmless from any and all liability upon our reliance on such documentation.

6. **Terms and Conditions Applicable to All Sole Proprietorship Accounts.**

   a. You affirm that you are the sole proprietor of the sole proprietorship named on the Business Membership Application. We may pay out funds with your signature, or the signature of any other signers designated by you. We may accept and/or endorse checks made payable to you or to the sole proprietorship named on the Business Membership Application that we receive for deposit.

   b. You may pledge any or all of the funds on deposit in the account as collateral security to any loan(s) subject to then current loan policies.

Section 3. General Terms Regarding Access, Transactions, Withdrawals, and Deposits to All Accounts

1. You may make deposits to or withdraw from your accounts only in accordance with Credit Union policy.

Withdrawals

2. You understand and agree that we have the right to restrict the amount of cash each member may transfer or withdraw in a 24-hour period.

3. 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.

4. The minimum amount that you may withdraw from any account is $1.00. This limitation does not apply to:

   a. Checks drawn on a checking account;

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b. Withdrawals, preauthorized by you, such as distributions of paid dividends and transfers of funds pursuant to our overdraft agreement; and

c. Withdrawals made in person, at a Point-of-Sale terminal, or through our Telephone Banking system.

5. 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 ten (10) 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.

Deposits

6. 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 business owners, whether or not it is endorsed by you. The Credit Union reserves the right, however, to refuse to accept all or any part of any deposit.

7. We are not responsible for delays in a deposit due to improper endorsement on the deposit or improper keying of your transaction. Information accompanying a deposit should include your name, your account number, and where you want your deposit to go.

8. You understand and agree that it is our policy not to accept for deposit checks payable to anyone other than a business owner on the account (third party checks).

9. All deposits are subject to verification. You agree that if our count differs from yours, our determination of the amount of a deposit will be considered the correct one.

10. Deposits will be made available for withdrawal by you or to cover other payments in accordance with Part II below regarding Funds Availability.

11. 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.

12. All payees listed on a check must sign the check that is deposited or cashed, and must be an owner of the business, present a valid government-issued identification (if in person) or have their endorsements guaranteed by another financial institution. All multiple party checks without proper endorsement 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 beneficial owners on the account, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements of any account beneficial owners on any item that we take for collection, payment, or deposit to your account (which we may supply in our sole discretion). 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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

endorsement of more than one payee, we may refuse the item or require all endorsers to be present, have valid identification, or to have their endorsements guaranteed before we accept the item.

13. 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.

14. 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 also agree that, if 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.

15. We have the right to charge back to or otherwise debit any account you maintain with us for any deposited item that is returned (and assess any associated fees and to reverse or recover any associated interest that may have accrued or been paid), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided we do not have actual knowledge that such deadline has expired or, having such knowledge, we conclude that: (a) the deposited item is returned in accordance with the laws governing your account or rule (including a clearing house rule); and/or (b) 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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

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. 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.

16. We may rely on the account number on the instrument or similar record we receive from you, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the items you provided. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip. We are not required to adjust your account for discrepancies of $1 or less. We may not adjust your account unless you notify us of the discrepancy within one (1) year of the date of your periodic statement that reflects the deposit. If you do not notify us of the error during this notice period, the deposit amount will be considered final. This means that if the actual amount deposited was less than the amount stated on the deposit receipt, the difference will become your property, and if the actual amount deposited was more than the amount stated on the deposit receipt, the difference will become our property.

17. In processing items, you have deposited to your account, we act only as a collecting agent and we do not assume any responsibility beyond the exercise of ordinary care. Any deposit that we accept and credit to your account is provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of the deposit and impose a Returned Items Unpaid Fee as set forth in the *Schedule of Service Charges*. 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.

Checks and Other Items or Access Devices

18. 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 Service 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. If you have not ordered checks through our approved check vendor, we are not responsible for the

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

quality of any check copy that you request. In addition, we are not responsible for any checks not paid as a result of quality or printing errors.

19. 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 account number and 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.

20. 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 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.

21. You, or any authorized signer or beneficial 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 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 Service 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.

22. 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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

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.

23. We are neither given notice, or otherwise affected by, a restrictive endorsement of any person or entity except our immediate transferor.

24. "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.

25. 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.

26. If we have paid a check under circumstances giving you a basis for objection, we 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.

27. 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.

28. All checks written on your account must be drawn in U.S. dollars.

29. Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.

30. You will notify us immediately 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.

31. 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 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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

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.

32. 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.

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.

33. Access to your account(s) through electronic means or Cards is dictated by the provisions related to electronic funds transfers contained in Part IV.

Corrections, Disputes, and Additional Terms Regarding Transactions

In Process

34. 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 Account Agreement and the *Schedule of Service Charges*. Your withdrawal of erroneously deposited funds may result in an overdraft of your account.

35. 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.

36. You agree that if a depositor (e.g., a government agency) demands we return any sums directly deposited to your account during the month of or after the death of any beneficial owner on your account, we must honor such a demand and may debit your account for all amounts returned to the depositor.

37. 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.

38. 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,

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

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/or affidavit in a form acceptable to us (i.e. Stop Payment Request for Lost, Stolen or Destroyed Cashier's and/or Teller's Check) and in time for us to have a reasonable time to act on it. You understand and agree to provide us an indemnification signed by the payee(s) agreeing to indemnify, defend and hold the Credit Union and its employees harmless from all claims, demands, actions, proceedings, losses, damages and costs (including attorneys' fees) which relate to or arise out of the Credit Union's actions in stopping payment on the check or otherwise acting in accordance with the foregoing request. 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) after 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.

Section 3. Payment of Dividends

In Process

1. The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union and applicable law. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

2. We may change the dividend rates for accounts as determined by the Credit Union's Board of Directors. Current rate information is set forth in the *Dividend Rate Sheet* accompanying this Account Agreement. You may also obtain current rate information by calling the Credit Union or visiting our website.

3. **Compounding and Crediting for all Accounts.** For all dividend bearing 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 is the ending date of a dividend period, and for this example is January 31.

4. **Balance Computation Method.** Dividends are calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is monthly dividend period.

5. 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 4. Terms and Conditions Applicable to Checking Accounts

1. We offer one type of checking account: Basic Business Checking

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

2. Our checking accounts let you withdraw your money at any time.

3. We may close your Checking Accounts at any time due to inactivity, fraud or other reason we deem appropriate.

Basic Business Checking

4. There is a minimum deposit of $ 100.00 required to open a Basic Business Checking Account.

5. A monthly service charge of $ 9.95 applies.

6. There is a minimum average daily balance of $1,000 required in this account to obtain the disclosed APY stated on the *Rate Schedule.*

7. General Terms and Conditions Applicable to all Checking Accounts

8. Funds in checking accounts may not be pledged as t for any loan(s).

9. We may, at our discretion, close your Checking Account and deny access to other services or products (including but not limited to checks, ATM and debit cards) at any time due to inactivity, fraud, lack of due care in the handling of your account or increase our risk for loss or other reason we deem appropriate.

In Process

10. We may, at our discretion, pay funds from this account, without obligation or liability for refusal to pay:

   a. When such payment would draw the account below the minimum balance for the account we establish from time to time.

   b. If drawn by means not authorized in advance by us.

   c. Against checks or electronic debits presented over six (6) months past their issue dates.

   d. Against loans you have with us that are in default.

11. All checking accounts are truncated checking accounts. Check copies are not returned with statements. Both sides of checks are electronically imaged and stored for seven (7) years from date of posting. Copies of your checks are available for two years through online banking at no charge. Upon request, we will provide you with a photocopy of a requested item within a reasonable time. We will not charge for copies of the first two (2) items you request appearing on any one (1) statement. Additional copies will be subject to fee(s) as disclosed in the *Schedule of Service Charges*.

Section 5. Terms and Conditions Applicable to Business Share (Savings) Accounts

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

2. **Account Transfer Limitations.** Withdrawals or transfers out of your Share (Savings) accounts are limited by federal law. On all Share (Savings) accounts, we will allow you to make up to six (6) preauthorized, automatic, telephonic, audio response or Online Banking transfers to another of your accounts or to the account of any other person or organization during each statement period. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction. If you

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

exceed these limitations in any statement period, we can refuse or reverse the transfer, close your account, and charge a fee as stated in the *Schedule of Service Charges*. Transactions that are not covered by these limitations include: (1) transfers from your account to pay a loan with us; (2) transfers to your other accounts with us; (3) withdrawals (payments directly to you) from the account when such transfers or withdrawals are made by mail, messenger, ATM or in person; and/or (4) withdrawals made by telephone if a check is mailed directly to you.

Business Share (Savings) Accounts

1. A minimum deposit equal to the par value of a share is required to open a Business Share (Savings) Account(s) and become a member of the Credit Union. If the balance of your Business Share (Savings) Account(s) is subsequently reduced to less than $5 and remains so after 6 months (180) days, we may close the account(s).

2. If your Business Share (Savings) Account balance is reduced to less than the par value of a share, we may transfer enough funds from any other share account you may have with us in order to bring your account balance up to the par value of a share.

3. Business Share (Savings) Accounts earn dividends based on maintaining an end-of-day balance of at least $500.00 in order to obtain the disclosed APY during the dividend period.

In Process

4. A minimum opening deposit of $5.00 is required to open a Share Account

5. The minimum daily balance required in this account to obtain dividends as stated on the *Deposit Rate Sheet* is $500.00. To earn the disclosed APY for any tier, the account end-of-day balance must not be less than the lowest balance allowed on that tier for any day during the dividend period.

Part II – Funds Availability

Section 1: Your Ability To Withdraw Funds

1. Our policy is to make funds from your cash and check deposits available to you on the same business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. With respect to check deposits made through our Mobile Deposit, such check deposits are considered deposits made directly to one of our employees under this policy.

2. 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 5pm 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 5pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Section 2: Longer Delays May Apply

1. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth (5^{th}) business day after the day of your deposit. The first $225 of these funds, however, will be available on the first (1^{st}) business day after the

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

date of your deposit; the remainder of these funds will be available the second (2nd) business day after the date of your deposit.

2. If we are not going to make all of the funds from your deposit available on the first (1st) business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

a. We believe a check you deposit will not be paid.

b. You deposit checks totaling more than $5,525 on any one day.

c. You redeposit a check that has been returned unpaid.

d. You have overdrawn your account repeatedly in the last six months.

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

In Process

5. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

Section 3: Special Rules for New Accounts

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

2. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $5,525 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the same business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $5,525 will be available on the seventh (7th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) are 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 seventh (7th) business day after the day of your deposit.

Part III – Account Balances and Liability for Overdrafts

Section 1: General.

1. 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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

transaction. Among other things, you should keep a running balance that reflects all 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.

2. "Overdrawing" your account means that there are not sufficient available funds in your account to pay for a transaction at the time it posts, but the transaction is paid under either an optional overdraft protection plan or the Overdraft Privilege Service, which results in a negative "overdrawn" balance. 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.

3. This Part III discusses in Section 2 how to determine and manage your account balances. Section 3 then discusses how we will post transactions to your account. Based on these policies, your transactions can result in transaction(s) being presented for processing when your account's available balance is insufficient to pay the transaction(s). Sections 4 and 5 discuss the two kinds of services the Credit Union offers to allow for the payment of these transactions.

Section 2: Your Checking Account Balance

1. 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.

2. Your actual balance is the amount of money that is 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 balance e.g. "current balance" on Credit Union ATM screens; (b) your balance e.g. "balance" in Online banking and in Mobile Banking; and (c) your balance when you use our automated telephone banking system. 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 will be reflected in the actual balance even though they are not yet "available. "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.

3. 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

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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 release the authorization hold, post the transaction to your account, and reduce your actual balance by the amount of the posted transaction.

4. We use your available balance to determine whether your account is overdrawn. Your account is considered overdrawn when the available balance in your account is negative (less than $0).

5. Your available balance may not reflect all your Debit Card transactions. We use your available balance to determine when your account is overdrawn and whether fees will be assessed. For debit card transactions involving merchant authorization holds, we look at the available balance when the authorization hold is applied to determine whether the transaction results in an overdraft and potential related fees; if your available balance is sufficient 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. Your account is considered overdrawn when the available balance in your account is negative (less than $0). 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, if we pay the $40 check under the Overdraft Privilege Service, we will charge you an Overdraft Privilege Fee as disclosed in our *Schedule of Service Charges*, which will be deducted from your account, further increasing the overdrawn amount. In addition, when the restaurant charge is finally submitted to us for payment, we will release the authorization hold and pay the transaction amount (which may be $20 or even a different amount, for example, if you added a tip) to the restaurant. Because the amount of the restaurant charge exceeded your available balance at the time the restaurant charge "settled" (i.e., posted to your account), we will charge you an Overdraft Privilege as disclosed in our *Schedule of Service Charges,* even though the restaurant transaction was authorized and approved with a sufficient available balance.]

4. **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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

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.

5. Also, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid from your account. Refer to the section entitled "Authorization Holds for Debit Card Transactions" below for information about how authorization holds affect your available balance.

6. Finally, your available balance may not reflect the most recent deposits to your account. Refer to Part II (Funds Availability) for information regarding the availability for withdrawal of your deposits. You should not assume that you can avoid overdrawing your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal.

In Process

Authorization Holds for Debit Card Transactions.

7. 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.

8. 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.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

9. 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.

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

Section 3: How Transactions Are Posted to Your Account.

1. 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.

2. 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 extent permitted by law. We determine the order in which we process and post credits and debits to your account based on several factors.

3. 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 insufficient to cover all of the transactions presented that day, some posting orders can result in more returned items and more overdraft and returned fees than other posting orders.

4. We can receive some items individually and others are received in batches at various times each business day. Items that we currently receive individually include ATM withdrawals, Mobile Deposits, ACH credits, Incoming wires, point-of-sale (POS) transactions, and teller transactions. These individual items are generally posted to your account as we receive them 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 in a single batch, they are cleared in check order sequence, beginning with lower check numbers clearing first, followed by higher check numbers. We generally post non-check batched transactions as they are received throughout each business day, in the order received (subject to certain exceptions).

5. 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 order for each category of item(s), (iii) establishing 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) and (iv) listed above at any time without notice to you. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that debits

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

are most often presented for payment by merchants, and the Credit Union is not in control of when transactions are received.

a. **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments in the order presented to us in the data file.

b. **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for. Each day, ACH transactions for your account are grouped together and paid in the order presented to us in the data file. Credits are posted first, and then debits.

c. **Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card and you enter your PIN at the time of the sale (or in some cases, the merchant may not require you to enter your PIN at all). They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.

d. **Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for the purchase (or in some cases, the merchant may not require you to sign for the purchase at all). As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold against the available funds in your account. Please refer to the sections above entitled “Authorization Holds for Debit Card Transactions” for additional information regarding such holds. 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.

e. **Online Banking Bill Payments.** You may use our Bill Payment Service through online banking. This service allows you to set up future automatic withdrawals to make payments for your various bills. These future payments are not reflected in your actual balance or available balance. These bill payments will be posted to your account on the day you have scheduled them.

6. The foregoing is a general description of how certain types of transactions are posted. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

Section 4: Payment of Overdrafts

Payment of Overdrafts.

1. 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

In Process

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid. The *Schedule of Service Charges* for your account explains when we charge you fees for overdraft and for declined or returned items and the dollar amount of the fees. Please review your *Schedule of Service Charges* for your account carefully. 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.

2. We assess a fee for each item that we either pay, which results in an overdraft, or do not pay, which would have resulted in an overdraft had we paid it. If we overdraft your account, you agree to repay us immediately, without notice or demand from us in accordance with our Overdraft Privilege Service (described in more detail below), we will charge an Overdraft Privilege fee as disclosed in the *Schedule of Service Charges.*

3. We limit the number of NSF and Overdraft Privilege fees we charge in a business day. We will not charge a fee if your ending account balance is overdrawn by $10.00 or less. The maximum number of overdrafts due to insufficient or unavailable funds that will be subject to overdraft charges in one day is 5 e.g., *five (5)*.

In Process

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 are less expensive than NSF and Overdraft Privilege.

5. **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.

6. If we pay an item drawn against insufficient funds on an account with more than one (1) member on the signature card, each member, and agent if applicable, drawing or presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including r NSF fees (if any).

Optional Overdraft Protection Plans.

7. We offer optional overdraft protection plans that you may apply for, such as an Overdraft Protection Service where funds from a linked savings account are used for overdraft protection. If you qualify for these optional services, we will look first to these services for overdraft protection before applying our discretionary Overdraft Privilege service when a transaction would result in your account being overdrawn. An Overdraft Protection Service plan may save you money on the total fees you pay us for overdraft protection.

- **Overdraft Protection Service.** With this service, you authorize us to make transfers of available funds automatically from your eligible Business Share (Savings) Account to cover overdrafts in your checking account. Transfers from your Business Share (Savings) Account are made in the exact amount of the Overdraft Privilege. Each transfer counts as one of the six (6) limited transactions you are allowed each month from your Business Share (Savings) Account. You must request to enroll in this service.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

8. If the funds in your Business Share (Savings) Account are insufficient to pay the overdraft on your checking account, then you understand that the overdraft may be paid by our Overdraft Privilege Service, subject to the terms and conditions of the Overdraft Privilege Service section below, if you are eligible for the Overdraft Privilege service. If you are not eligible for the Overdraft Privilege 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 Overdraft Privilege 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.

9. **Limits on Overdraft Protection.** We will not transfer more than the available account balance in a linked savings account even if the amount of the overdraft is more than the available amount. If the available balance in a linked savings 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 any applicable 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.

In Process

10. **Termination of Optional Overdraft Protection Plans.** We may terminate optional overdraft protection services at any time with or without notice to you by sending you written notice. Any owner of the checking account or any owner of a linked savings account used for overdraft protection may cancel overdraft protection in person or in writing. Cancellation will be effective after we have received notice and have had a reasonable time to act on it.

Section 5: Overdraft Privilege Service

1. 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. We refer to this service as our Overdraft Privilege service (hereinafter referred to as the "Service"). The Service is different than the Overdraft Protection Service plan. 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 Overdraft Privilege Section sets forth the terms and conditions applicable to the Service.

2. **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 Debit Card transactions, and ACH drafts and debits. 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.

3. **Optional Overdraft Transactions.** If you would like to include ATM transactions and one-time 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 debit card transactions as a condition of us providing the Service to you for the other types of transactions subject to this Overdraft Privilege Service Section. If you want the Credit Union to authorize and pay overdrafts for ATM and one-time debit card transactions, you must

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

provide us with your consent by contacting us using the information provided in Part I Paragraph 17.

You may revoke your authorization to have us pay your ATM transactions and one-time 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 debit card transactions when there are insufficient available funds in your account to cover the transaction.

4. **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 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:

In Process

- You are not making regular deposits into your checking account;
- You do not bring your checking account to a positive balance for at least one full business day within a thirty (30) day period;
- 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 have insufficient credit or negative credit history;
- You are a party 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 had more than 12 items returned for non-sufficient funds in a calendar year;
- 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.

5. **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, limited, or withheld by the Credit Union at any time, without prior notice, reason or cause.**

6. **Limits to Your Use.** The negative balance to which you can overdraw your account by using the Service is determined by us in our sole and absolute discretion. We will generally pay your

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

overdraft items up to a maximum of $1,000 excluding fees; however, you acknowledge and agree that we reserve the right to further limit the number and amount of checks or other items/transactions that may be paid by us through the Service during any given month.

7. **How the Service is Administered.** 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.

8. **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. If negative balance if not paid within 30 days, closure of account will commence.

9. **Overdraft Privilege.** An Overdraft Privilege fee will be charged to your checking account, in accordance with our *Schedule of service Charges*, for each overdraft that is authorized and paid through the Service. This means that more than one *Schedule of Service Charges* may be assessed against your checking account per day depending upon the number of overdrafts authorized and paid through the Service. You understand that your Overdraft Privilege Limit will be reduced by the amount of each overdraft paid by us through the Service and the amount of the related Overdraft Privilege imposed until such amounts are repaid by you as set forth herein at which time, we may replenish your Overdraft Privilege Limit by the amount of the repayment. If we choose not to pay the item/transaction under the Service, you are subject to NSF Fees for each such item in accordance with our *Schedule of Service Charges.* Your periodic statement will itemize Overdraft Privilege Fees and NSF Fees for each cycle, as well as the year-to-date total of fees.

10. **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 Overdraft Privileges services. To learn more, please ask us about these plans.

11. **Your Right to Opt Out of the Service.** If you prefer not to have the Service, contact us as described in Part I Section 1 Paragraph 17, 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.

12. **Default.** You will be in default under the terms of this Part III 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 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 or Overdraft Privileges terminate the Service or close your checking account and demand immediate payment of the entire unpaid negative balance.

13. **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 other obligations under this Agreement, including your obligations to repay any negative account balance, overdraft fees, collection costs, and attorneys' fees, if any.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

Section 6: An Additional Note Regarding Overdraft, Overdraft Privileges programs

1. **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.**

2. **IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS *PART III*, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT (800) 421.7111, MONDAY THROUGH FRIDAY, 7AM TO 5 PM PACIFIC STANDARD TIME.**

Part IV – EFT

This Part IV of the Agreement sets forth the terms and conditions governing electronic fund transfers. Electronic fund transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, direct deposits, automated teller machines (ATMs), debit card and automated telephone banking. Your acceptance, retention, or use of an ATM Card, debit card, Personal Identification Number (PIN), and other EFT hereunder constitutes an agreement between us and you to be bound by the additional terms and conditions contained in this Part IV. Where not in conflict with the terms of this Part IV, the general terms and conditions elsewhere in this Account Agreement, or such other agreements under which electronic services may be provided remain in full force and effect and continue to be applicable, except as specifically modified by this Part IV.

In Process

These disclosures are given by us in to inform you of certain terms and conditions for use of the electronic services described in this Account Agreement. **Further, you understand and agree you shall advise each person to whom a Card and/or Access Code is issued that each transaction originated by means of a Card or Access Code is NOT a "consumer" transaction as defined in the Electronic Fund Transfer Act and in Regulation E and is not governed by or entitled to the protection of federal law and regulation.**

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

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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

General disclosures applicable to all electronic services offered by us is given below, with certain specific disclosure information for each service following in separate sections.

Section 1: General Disclosures Applicable to All Electronic Services

1. The Electronic Access Systems are the electronic methods by which you may access certain account information as provided in the Electronic Access System Additional Disclosures. These may consist of the Automated Voice Response system, Online Banking, Bill Payment, or other methods we may add from time to time.

2. "Card" means the Debit Card. "Access Code" means a PIN, password, or identification number used to access your account(s), Card(s), or Electronic Access Systems.

Advisory against Illegal Use: It is your responsibility to use the Card only for valid and lawful purposes. If you use the Card for any other purpose or transaction, including, without limitation, unlawful gambling activity, you agree to assume all responsibility and liability for all losses, costs, and expenses you or we incur as a result of such use. We reserve the right to block and/or not approve any authorization request for use of the Card in any activity we believe is not lawful, including online gambling. If you breach any of the terms and conditions of this Agreement, unless otherwise limited by law, you agree to indemnify, defend and hold us harmless from and against any and all resulting losses, damages, claims, judgments, liability, costs, and expenses. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located. Your indemnification obligations under this provision shall survive any termination of our Account relationship with you.
If you use your Card for any illegal transaction, this Agreement also applies to such transaction, and you agree to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, in our sole discretion, restrict the use of or terminate your Card if we notice excessive use of your Card or other suspicious activities or if we reasonably believe the Card is or has been used for one or more illegal transactions.

3. Your use of the electronic services is subject to our approval.

4. **Business Day Disclosure:** Our business days are Monday through Friday, except federal holidays. Our business hours are 7AM to 5PM Local Time, Monday through Friday. Branch hours and holiday schedules may be obtained through our website or by contacting us at our general information line. Our proprietary ATMs are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. Automated telephone banking, online banking, and the Bill Payer system are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

5. **Right to Receive Documentation of Transactions:**

   a. **Terminal Transfers**. In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us. Federal law provides that for certain small dollar transactions at merchant locations, you may not receive a receipt.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

b. **Periodic Statements**. You will receive a monthly account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

6. **Online Banking Transactions.** You may print a record of any individual transaction conducted through online banking at any time after the transaction is completed.

7. **In case of errors or questions about your electronic services transactions:** In case of errors or questions about your electronic services transactions, notify us immediately at the address provided in Part I Section 1 Paragraph 17. If you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on your periodic statement or receipt, you can also contact us as provided above. We must hear from you no later than thirty 60 days after we send you the FIRST periodic statement on which the problem or error appeared. You must:

a. Tell us your name and account number;

b. Describe the error or the transaction you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information; and

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

In Process

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

8. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

In accordance with Visa Operating Rules and Regulations, you will receive provisional credit for Visa Debit Card losses for unauthorized use within five (5) business days after you have notified us of the loss. However, refer to the “Your Liability for Unauthorized Transactions and Advisability of prompt Reporting” section of this Account Agreement for further details regarding Visa Debit Card transactions initiated through a non-visa debit network.

For errors involving new accounts, point-of-sale, or transactions initiated outside of the United States, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. Your account is considered a “new account” for the first thirty (30) days after the first deposit is made, unless you already have an established account with us before this account is opened.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If we provisionally credited your account, we will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

9. **Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting:** You are responsible for all transfers you authorize using the electronic services described in this Account Agreement. If you permit other persons to use your Card, PIN(s), and/or Access Code, you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us AT ONCE if you believe your Card, PIN(s), and/or Access Code have been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of minimizing your possible losses. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft Line of Credit, if you have one).

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed or delivered to you, the transfers reflected on the statement will be considered correct, and we will not be responsible for any error, claim, or unauthorized transfer included in the statement.

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

If you notify us about an unauthorized transaction on your VISA card and the unauthorized transaction took place on the VISA or Plus Network, you are covered by Visa's Zero Liability Policy. You are protected if your Visa credit or debit card is lost, stolen or fraudulently used, online or offline. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. The Zero Liability Policy does not apply to PIN-based or PIN-less debit transactions not processed by the VISA or Plus Network, including ATM transactions outside of the United States.

10. **How to Notify the Credit Union in the Event of an Unauthorized Transaction:** If you believe your Card(s), PIN(s), or Access Code(s) have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must notify us as provided in Part I Section 1 Paragraph 17 or call the number listed on your Card or periodic statement.

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

11. **PIN and Access Code Use and Security:** You understand that you cannot use your ATM Debit Card, Electronic Access Systems, Bill Payer Services, or other electronic transactions contemplated hereunder without the applicable PIN or Access Code. You are responsible for the safekeeping of your PIN(s) or Access Code provided by us or selected by you and for all

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

transactions by use of an PIN or Access Code. Your use of a PIN or Access Code is your authorization to us to withdraw funds from your Share (Savings) account or checking account to cover such transactions. Your PIN(s) or Access Code(s) are confidential and should not be disclosed to third parties or recorded. You will notify us immediately and send written confirmation if your PIN(s) or Access Codes are disclosed to anyone other than an authorized signer or beneficial owner. You understand and agree that you must change the PIN(s) or Access Code immediately to prevent transactions on your account(s) if anyone not authorized by you has access to the PIN(s) or Access Code. If you disclose your PIN(s) or Access Code(s) to anyone, however, you understand that you have given them access to your account(s) and you are responsible for any such transaction. If you authorize anyone to use your PIN(s) or Access Code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN(s) or Access Code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN(s) or Access Code is changed.

You agree to: (a) take reasonable steps to safeguard the confidentiality and security of the PIN(s) and Access Code(s), and any other proprietary property or information we provide to you in connection with our electronic services; (b) closely and regularly monitor the activities of your employees who access your account(s) through our electronic services; and (c) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your EFT instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change the Access Code you assign to your employees on a regular basis, but no less frequently than every ninety (90) days. You agree to change any temporary passwords promptly after you are given access to our electronic services for the first time and whenever anyone who has had access to your Access Code is no longer employed or authorized by you to use the services. We may require you to change your Access Code at any time. We may deny access to our electronic services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the services or if we believe such action is necessary for security reasons.

Each time you make an EFT payment or transfer through our electronic services, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our electronic services allow you to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any EFT we receive through our electronic services, even if the order is not authorized by you, if it includes your Access Code or is otherwise processed by us in accordance with our security procedures.

12. **Card Safety Precautions**: YOU MUST KEEP YOUR CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT. YOU MUST NOT DISCLOSE YOUR ATM ACCESS CODE TO ANY UNAUTHORIZED PERSON OR WRITE IT ON YOUR CARD, CARRY IT IN YOUR WALLET OR PURSE, OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

YOU WILL IMMEDIATELY REPORT ANY LOSS OR THEFT OF YOUR CARD. IF YOU AUTHORIZE US TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM YOUR ACCOUNT(S) WHICH CAN BE ACCESSED BY THE CARD REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD.

13. All transactions affected by use of Electronic Access Systems, Electronic Check Transactions, Cards, or other electronic transaction contemplated hereunder which would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of an Electronic Check Transaction, the Card(s) and/or Access Code(s), or as otherwise authorized under this Account Agreement.

14. **Equipment.** You are responsible for providing and maintaining any equipment that is necessary for our electronic services, such as telephones, tablets, and computers. You agree to use equipment that is compatible with our programs, systems, software and equipment, which we may change from time to time. We assume no responsibility for defects or incompatibility of any computers or software that you use in connection with our electronic services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE ELECTRONIC SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment. You agree to comply with the terms of any software license(s) provided to you in connection with our electronic services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed to by us in writing, the computer programs, service guides, security procedures, software and systems provided to you in connection with our electronic services represent our proprietary property and must be returned to us upon request

15. **Fees for EFTs.** All fees associated with your EFTs are disclosed in our *Schedule of Service Charges*. Any fees charged will be deducted from your checking or savings account. The Credit Union reserves the right to increase or add new fees at a future date after we give you notice of such fees as required by law.

16. If you have been issued an additional Card for a beneficial owner or authorized signer on your account, any applicable transaction fees outlined in our *Schedule of Service Charges* will be based on each item. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged to your account within two (2) business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your monthly statement.

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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

18. **Information Processing and Reporting.** We offer several electronic services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

Section 2: Additional Disclosures Applicable to ATM Cards and Debit Cards

1. The disclosures in this section apply to the use of your Card to conduct EFTs, including, but not limited to, use of the Card at ATMs and POS terminals. By use of your Card at a participating POS terminal, you authorize us to make withdrawals from your designated account for cash advances and/or purchases. Access to ATMs is using a Card and a PIN.

2. **Ownership of Card.** The Card remains our property, and you agree to surrender the Card to us upon demand. We may cancel, modify, or restrict the use of any Card upon proper notice or pursuant to the Limitation of Services provisions in Part VI. We may also cancel, modify, or restrict the use of any Card without notice if: (a) any of your accounts have a negative balance that is not paid within the time provided in this Account Agreement; (b) you use your Card in a manner which may cause a loss to us; (c) your account is inactive, which for the purposes of this paragraph is defined as an account that has had no member-initiated transaction activity for 365 consecutive days; (d) any mail sent to your address is returned to us as undeliverable; (e) any email sent to you by us is returned as undeliverable; (f) your account has one (1) or more NSF items or transactions; (g) we are aware that you have violated any term of this Account Agreement, whether or not we suffer a loss; or (h) where necessary to maintain or restore the security of your account(s) or the POS system. We also reserve the right to recall the Card through retrieval by any of the ATMs.

3. If your accounts are eligible for use with a Card, you may request up to two Cards to access your account(s) without charge. The issuance of additional Cards will be subject to a Multiple Card Fee. If your Card is lost or stolen, you may also be charged a Replacement Card Fee. These fees are set forth in the *Schedule of Service Charges*.

4. The following transactions are available when using the Card and PIN at Credit Union ATMs:

   a. Deposits or transfers to your Business Share (Savings) Account(s) and Business Basic Checking Account(s);

   b. Withdrawals or transfers from your Business Share (Savings) Account(s) and Business Basic Checking Account(s);

   c. Account balance inquiries.

Some of the above transactions may be unavailable at all terminals. All payments and deposits are subject to later verification by us.

5. The following transactions are available when using ATM's located at CU Service Centers Shared Branch Locations:

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

A. Transfers or withdrawals from your Business Share Savings and Business Basic Checking account(s)

B. Balance inquiries on your Business Share Savings and Business Basic Checking account(s)

C. Deposits to your Business Share Savings and Business Basic Checking account(s)

All such transactions will access your primary account(s) unless otherwise designated.

NOTE: Transactions at a Shared Network System terminal may be subject to a Network Transaction Fee and/or a terminal use fee charged by the operator of the terminal.

6. **Limitations on Frequency and Dollar Amounts of Transactions:** For security reasons, in the event your Card or PIN is lost or stolen, there are limits on the dollar amount of transactions you can make on the ATM System. Provided you have enough money available in your account(s), you may withdraw up to a maximum of $1,000.00 during any day, including Saturday and Sunday, when using an ATM. However, the amount that you may withdraw daily or in any single use of the ATM may be different at Network ATMs, where limits are determined by each individual participating financial institution.

In Process

7. **Safety Tips for Using an ATM or POS Terminal:** When using your Card, you should observe the following precautions:

a. Be aware of your surroundings, particularly at night;

b. Consider having someone accompany you when using the ATM or POS terminal after dark;

c. Have your Card ready in your hand as you approach the ATM, rather than waiting to get to the ATM or POS terminal to take it out of your purse or wallet;

d. Be careful that no one can see you enter your PIN, by using your other hand or body to shield the ATM/POS terminal keyboard as you enter your PIN;

e. Put away cash as soon as the transaction is completed, do not display it, and do not count the cash until later in the safety of your vehicle or home;

f. If you notice anything suspicious when approaching the ATM, defer the transaction until later or use another ATM or POS terminal;

g. If you notice anything suspicious while transacting business, immediately cancel the transaction and put your Card away;

h. Visually inspect the ATM for possible skimming devices. Potential indicators can include sticky residue or evidence of an adhesive used by criminals to affix the device, scratches, damaged or crooked pieces, loose or extra attachments on the card slot, or noticeable resistance when pressing the keyboard;

i. To keep your account information confidential, always take your receipts or transaction records with you; and

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

j. Immediately report all crimes to the ATM or POS terminal operator and local law enforcement officials.

8. **Right to Receive Documentation of Transactions:** Generally, you will receive a receipt at the time you make an ATM transaction. You should retain this receipt and compare it with your statement.

9. **Making Electronic Funds Transfers:** You agree to follow the instructions posted or otherwise given by us or the Network ATM systems concerning the use of the ATMs.

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

Foreign Transactions and Charges

11. Purchases and cash advances processed outside of the United States or in a foreign currency will be billed to your account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with [Visa] operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars, the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) a rate selected by your [Visa Debit Card] from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government-mandated rate for the applicable central processing date. The processing date on which the exchange rate is applied may differ from the date you used your debit card. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference.

We charge an International Service Assessment (ISA) Fee for ATM Debit Card transactions settled outside the United States. Please refer to *Schedule of Service Charges* for transaction fee.

Additional Disclosures Applicable to Point-Of-Sale Transactions

12. The limitations on dollar amounts of transactions described hereunder apply to each ATM Debit Card and Debit Card for transactions in aggregate on all of your accounts under the same member number.

13. You may not stop payment on a completed electronic Point-of-Sale transaction debiting your account.

14. **Types of Available Transactions and Limits on Transactions.** By use of your Card with your PIN or signature at a participating POS terminal, you authorize us to make withdrawals from your checking account for cash advances and/or purchases. You understand that overdraft protection may not be available for such transactions for funds availability or authorization purposes.

15. **Account Access.** You may use your Card to withdraw cash from your checking account by way of a cash advance from merchants, financial institutions, or others who honor the Card. You understand that your Card is not a credit card and does not provide “credit.”

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

16. **Limitations on Frequency and Dollar Amounts of ATM Debit Card Transactions.** You may make cash advances and purchases only to the extent that you have available funds in your checking account subject to applicable limitations. You understand that the ATM Debit Card has a cumulative daily transaction limit of $1,000

17. **Limitations on Debit Card Transactions**. ATM Debit cards may be used to access your checking accounts from any merchant location that accepts the Visa/ debit card. The merchant may be required to obtain an authorization from us for any transaction over a certain dollar amount. The available balance in your account will be reduced by the amount of any transaction for which the merchant receives authorization from us, even if we have not yet received or processed the documentation evidencing the transaction. When the document has cleared through us, any hold placed on your account for the amount of the transaction will be released and your account will be debited for the amount of the transaction. We are not responsible if we do not authorize or if we dishonor other POS, ATM, or check transactions drawn on your account while a hold is placed on your account.

18. **Limitations on Frequency and Dollar Amounts of Debit Card Transactions**. You understand that the debit card has a cumulative daily transaction limit of 5,000 which is in addition to the $1,000 daily limit on cash withdrawals at an ATM. The following limits also apply; (1) $5,000 daily limit POS transactions using a PIN or a signature-based transaction. You understand that both ATM and POS transactions (using a PIN or a signature) are counted in the $5,000 daily limit.

19. **Right to Receive Documentation:** Generally, you will receive a receipt from the merchant or financial institution at the time you make a purchase or obtain a cash advance from your checking or Business Savings account. You should retain these receipts to compare with your statement.

20. **Card Claims and Transaction Questions:** When you authorize other parties to debit your account, you are responsible for these transactions. Thus, you may have to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning property or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted the Card. We will not be able to help you because we only have the information received from the other party. Any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the sales slip. You are not permitted to stop payment on any purchase made through the use of your Card.

21. **Debit Card Purchase Returns and Adjustments:** Any refund to you by a merchant or seller of goods or services may be made on a credit voucher signed by you and submitted to us by the merchant or seller, or through a cash refund. If a refund is made by credit voucher, the amount of your credit will be indicated on your checking account statement.

22. **Use of Debit Card:** The use of your debit card shall be through PIN activation or your signature. You agree that all transactions made with your authorized PIN or signature utilization are made by you, and you accept all financial liability for such transactions. You also agree to sign your signature in the space provided on your debit card for additional security and protection. You agree to keep your PIN protected as described under Section 1 Paragraph 10 hereunder.

23. **Transaction Fees:** Merchants and institutions other than the Credit Union may charge transaction fees for your transactions with them. These fees will be included in the amount of the transaction as it appears on your statement.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

Section 3: Additional Disclosure Applicable to Telephone Banking

1. **Account Access:** You will have access to Telephone Banking system with a personal Access Code that you select. You may change your Access Code(s) at any time and should do so if an unauthorized person has access to your current Access Code(s).

2. **Types of Transactions:** You may use your Access Code(s) with Telephone Banking such as but not limited to:

   a. Make inquiries on account balances and loan payment data.

   b. Request a check withdrawal from your savings or checking account.

   c. Request transfers to and from share or, checking accounts, and/or loans.

   d. Request transfers from Share (Savings) to make loan or other payments.

   e. Inquire about paid checks.

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

In Process

3. **Limitations:** Account withdrawals and transfers are unlimited to the extent that you have clear available funds in the account and have not exceeded any required limitations.

4. Requests for check withdrawals accepted on regular business days will be mailed on the next business day to the address of record for the account. The minimum share (savings) withdrawal is $1.00 and the maximum is $10,000.00. The limitations in this Paragraph are not applicable to Bill Payments.

5. **Verification of Transfers:** You may telephone us at 1800.421.7111 and we will advise you whether or not the transfer has occurred.

6. **Data Recording:** When you use Telephone Banking, the information you enter may be recorded.

Access Code Safety Precautions

7. You must not disclose your Access Code to any unauthorized person, carry it in your wallet or purse, or otherwise make it available to anyone else;

8. You will report to us immediately if you forget your Access Code or have reason to believe it has been compromised in any way.

9. If you give access to your accounts and/or give your Access Code to anyone, this person will have access to all of your accounts under your member number, including loans accessible through the Electronic Access System, and will also have the ability to modify your Access Code at any time. By giving your Access Code to anyone, you have authorized that person to withdraw funds from your accounts.

10. THE ELECTRONIC ACCESS SYSTEMS ARE AUTHORIZED ONLY FOR DOMESTIC USE WITHIN THE UNITED STATES AND TERRITORIES THAT FALL UNDER THE JURISDICTION OF U.S. LAWS AND TREATIES. THE CREDIT UNION ACCEPTS NO RESPONSIBILITY FOR ANY USAGE GOING OUTSIDE OR THROUGH THE TERRITORIAL JURISDICTION OF THE

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UNITED STATES OR ANY VIOLATIONS OF FOREIGN ENCRYPTION OR TELECOMMUNICATION PROHIBITIONS OR LAWS.

Section 4: Additional Disclosure Applicable to Electronic Access Systems

1. **Terms of Transactions:** If you choose to use the Online Banking, Mobile Banking, Online Banking Bill Pay services, in addition to the Electronic Access System terms and features previously discussed hereunder, you will be provided additional terms and disclosures when you enroll in such Electronic Access Systems that you must agree to.

Section 5: Additional Disclosures Applicable to Electronic Check Transactions

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

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

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

4. **Account Access:** Electronic Check Transactions may only be made from your checking account.

5. **Limitations on Dollar Amounts of Transactions:** You may make Electronic Check Transactions only to the extent that you have available funds in your checking account.

Section 6: Additional Disclosures Applicable to ACH Transactions

1. **Account Access:** You may use our ACH services to make one-time and recurring ACH deposits and payments. If you schedule your preauthorized payment due date to occur on a non-business day, it will be sent out on the next business day.

2. **Types of Transactions:** These are some transactions you may use our ACH services for:

   a. Make deposits to your savings or checking account;

   b. Pay bills directly from your savings or checking account in the amounts and on the days you request;

   c. Authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay bills or pay for purchases; and

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

d. Authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

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

3. **Direct Deposit:** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1800.421.7111 to find out whether or not the deposit has been made. For accounts that can only be accessed by preauthorized or direct deposits, we will provide a periodic statement to you at least monthly.

4. **Right to Stop Payment and Procedure for Doing So:** You can place a stop payment on a recurring payment through our Telephone Banking system, our Online Banking system, by writing to us at 14600 Aviation Boulevard, Hawthorne, CA 90250, or you may ask us orally at least three (3) business days or more before the next payment from your account is scheduled to be made. If you call or tell us orally, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call or the stop payment order will cease to be binding. We will charge you a fee for each stop payment order you give as set forth in our *Schedule of Service Charges.*

In Process

If you stop payment on a preauthorized payment from your account and that payment is a recurring debit, the stop payment applies only to that particular payment. You are not revoking authorization for the third party to receive the recurring payment. If you have requested to cancel the entire preauthorized payment authorization, you understand and agree that you must also contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.

5. **Initial Authorization:** You can get copies of the preauthorized payment documentation from the payee at the time you give them the initial authorization.

6. **Notice of Varying Amounts:** If recurring payments vary in amount, the payee is required to tell you the amount and date of the next payment at least ten (10) days before the payment due date. You may choose to get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

7. **Our Liability for a Failure to Stop Payment:** If you place a stop payment order three (3) or more business days or more before the transfer is scheduled, and we still pay, we will be liable for your losses or damages.

Section 7: Additional Disclosures Applicable to Telephone Transactions

1. Account Access: You may use our Telephone Banking services to access your accounts using your Access Code.

2. Types of Transactions: These are some of the transactions you may use our Telephone Banking services for:

- Review account balance and transaction information, including transfers, withdrawals, dividends, loan payoff and interest amounts, and payment due date information;

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

- Transfer funds between your checking, share, and loan accounts, including making loan payments and taking loan advances;
- Transfer funds from your checking and share accounts to another member's account, or as authorized
- Withdraw funds from your checking or share accounts by check, made payable to you and mailed to you at your mailing address of record.
- Change your Access Code
- Other transactions as offered and permitted in the future.

Part V – Funds Transfer Agreement and Notice

1. This Funds Transfer Agreement and Notice ("Funds Transfer Agreement") contains several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union, as governed by Uniform Commercial Code and federal Regulation J, Subpart B. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Funds Transfer Agreement.

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

2. This Funds Transfer Agreement applies to Funds Transfer as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve. This law and regulation cover the movement of funds by means of wire transfers. Automated Clearing House (ACH) credits and some book transfers on the Credit Union's records.

3. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for wire transfers will be 12:30 pm on each business day that the Credit Union is open which is not a federal holiday for domestic transfers, while international transfers must be received by 12:30 pm. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.

4. We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, your "Authorized Agents"). You must provide us with a complete list of your Authorized Agents at the time the funds transfer is initiated, as only you and your Authorized Agents will be permitted to initiate funds transfers from your accounts at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transactions authorized by you. You must promptly notify the Credit Union of any changes in your Authorized Agents by providing written notification of change.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

Changes in Authorized Agents by you shall be effective the business day following receipt of written notice or a new Funds Transfer Agreement.

5. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union may amend the security procedure(s). You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using the security procedure(s). In the event, we shall have no obligation to accept any payment order from you or the Authorized Agents on the account until you and we agree, in writing, on an alternative security procedure. Provided we comply with security procedure(s), you will be liable for payment of the transferred amount and transfer fees, even if the transfer request was not actually transmitted or authorized by you. If we do not follow the security procedure(s) but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees. You authorize us to record electronically or otherwise any telephone calls relating to any transfer under this Funds Transfer Agreement.

6. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law governing all Fedwire transactions. This means that your rights and liabilities with regard to a wire transfer involving Fedwire will be governed Regulation J. We shall be excused from delaying or failing to execute a funds transfer if it would result in us exceeding any limitation on our intra-day net funds position established through the Federal Reserve guidelines or it would result in violating any present or future risk control program of the Federal Reserve or a rule regulation of other governmental regulatory authorities.

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

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

9. We shall not be liable for acts or omissions by you or any other person including, without limitation any funds transfer system, any Federal Reserve Bank, any beneficiary's financial institution, and any beneficiary, none of which shall be deemed our agent.

10. We may give you credit for ACH payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree, if we do not receive such final settlement, that we are entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that we may provide you with access to ACH funds before we actually receive the money. However, if we do not receive the money, then we may reverse the entry on your account and you would be liable to repay us.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

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

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

If we receive notice that a wire transfer transmitted by us has been rejected, we shall notify you of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. We will have no further obligation to transmit the rejected wire transfer if it complied with this Funds Transfer Agreement with respect to the original transfer request.

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

In Process

Please refer to the *Electronic Transfers of Funds* agreement/disclosure provided by the Credit Union for terms relating to specific terms relating to initiation of Funds Transfers, your liability for Funds Transfers, our security procedures, and our responsibilities and liabilities relating to Funds Transfers.

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

14. We may, in our sole discretion, reject any funds transfer request which (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to our satisfaction or which we reasonably believe may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that we shall incur no liability for any loss occasioned by our refusal to accept any funds transfer order.

15. We shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of the funds transfer request. We may charge a service fee for services relating to the sending or receiving of the funds transfer request. Such fees are set for in the Credit Union's *Schedule of Service Charges*, which accompanies this Fund Transfer Agreement and is incorporated by this reference.

16. If you initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, we will transfer payment at our buying rate of exchange to United States dollars. If the transfer is returned for any reason, you agree to accept the refund in United States

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

dollars in the amount of the foreign money credit, based on the then-currency buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses we incur.

17. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that we will not be liable for any loss or liability arising from (1) an unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which we failed to abide by the agreed upon security procedures) which you fail to report to us within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within our reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Funds Transfer Agreement; (5) any ambiguity or inaccuracy or inaccuracy in any instruction given to us by you or your Authorized Agent; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond our reasonable control, including, but not limited to, any computer or communication facilities malfunction.

In Process

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

19. Subject to applicable state and federal laws and regulations. We may amend the terms of this Funds Transfer Agreement at any time. By thereafter using or continuing to use our funds transfer services, you agree to such amendments.

Part VI – Member Conduct and Limitation of Services Policy

Section 1: General Provisions

1. The privilege of the Credit Union services available to members must be reserved for members who are in “good standing.” The purpose of this policy is to: (1) protect the Credit Union’s employees, volunteers and members from abusive members; (2) protect the Credit Union from fraudulent activity; (3) safeguard member assets; and (4) mitigate the risk of Credit Union losses. To this end, this Part VI addresses standards of member conduct in order to assure the rights and protection of the Credit Union’s employees, volunteers and members. This policy also defines what constitutes a “monetary loss” which may also serve as a basis for limiting member services.

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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

3. 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.

4. This Part VI 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 authorized signer, who has access to Credit Union services directly or indirectly through you.

5. You will not be considered to be in "good standing" with this Credit Union if:

a. 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);

b. You have a loan account with us that is delinquent 31 days or more;

c. You have a deposit account with us that is overdrawn 31 days or more;

d. You manipulate or otherwise abuse Credit Union services or products to the detriment of the Credit Union's membership; or

e. 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.

In Process

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.

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

7. This Part VI further extends, as provided in Section 3 below, in the event that the Credit Union cannot locate or contact you and needs to contact you to prevent further costs and losses resulting from delinquencies on loans or negative deposit balances.

Section 2: 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, Debit, ATM and Credit Cards, 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 Savings Account written off as uncollectible.

3. "Abusive behavior" includes, but is not limited to, any of the following conduct:

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

a. Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.

b. Any form of action which may constitute harassment under the Credit Union's harassment policy. For example:

- Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
- Inappropriate touching.
- Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.
- Displaying sexually suggestive objects or pictures.

c. Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example:

In Process

- 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.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

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.

Section 3: Policy

1. 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”:

a. Denial of all services other than the right to maintain a non-dividend bearing Savings Account and the right to vote at annual and special meetings.

b. 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.

In Process

c. Preclusion from access to the Credit Union premises.

d. Preclusion from access to any Credit Union Service Centers Network or any other shared-branching network and revoking any shared branching privileges.

e. Taking any other action deemed appropriate under the circumstances that is not precluded by NCUA Rules and Regulations, the Credit Union’s Bylaws or other applicable federal or state law.

f. Limiting or denying you access to electronic banking services, which include, but are not limited to, ATM/Debit Card usage, Online Banking, mobile banking, and telephone banking.

2. 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.

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

4. In order to encourage you to contact us, in the event that we have been unable to contact you regarding a delinquent negative deposit balance or loan payment, we may limit your access to remote, card, electronic, or automatic payment services until you contact us and/or provide us with your contact information in accordance with this Account Agreement and any applicable loan document.

5. In the event that you are delinquent in your obligations to us to the extent that the Credit Union incurs material expenses, we may limit your access to remote, card, electronic, or automatic payment services in order to reduce the expense related to your accounts and reduce the cost to you or the Credit Union of later collection activity

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

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

SkyOne
FEDERAL CREDIT UNION

IMPORTANT INFORMATION ABOUT YOUR SKYONE FEDERAL CREDIT UNION BUSINESS ACCOUNT AGREEMENT:

The following information supersedes the information on pages 23-24 of Part II – Funds Availability of the SkyOne Business Account Agreement Effective July 1, 2025

Part II – Funds Availability

Section 1: Your Ability To Withdraw Funds

1. This policy statement applies to “transaction” accounts and savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Business checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.
2. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items that are posted to your account.
3. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for items deposited to your account that are returned to us unpaid and for any other problems involving your deposit.
4. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Section 2: Deposits at Automated Teller Machines

1. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the third business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.
2. All ATMs that we own or operate are identified as our machines.
3. If you make a deposit at an ATM before 3:00 P.M. PT on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 P.M. PT or on a day we are not open, we will consider that the deposit was made on the next business day we are open.
4. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.
5. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

In Process

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

Section 3: Longer Delays May Apply

1. Case-by-case delays: In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $275 of your deposits, however, will be available on the first business day.
2. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.
3. If you need the funds from a deposit right away, you should ask us when the funds will be available.
4. Safeguard exceptions: In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:
    - We believe a check you deposit will not be paid.
    - You deposit checks totaling more than $6,725 on any one day.
    - You redeposit a check that has been returned unpaid.
    - You have overdrawn your account repeatedly in the last six months.
    - There is an emergency, such as failure of computer or communications equipment.
5. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

LH Process

Section 4: Special Rules for New Accounts

1. If you are a new business member, the following special rules will apply during the first thirty (30) days your account is open.
2. Funds from electronic direct deposits to your account will generally be available on the same business day we receive the deposit.
3. 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 same 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 seventh (7th) business day after the day of your deposit.
4. Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

SkyOne FEDERAL CREDIT UNION

HIGH YIELD BUSINESS SAVINGS ACCOUNT

IMPORTANT INFORMATION ABOUT YOUR SKYONE FEDERAL CREDIT UNION ALL-IN-ONE DISCLOSURE:
The following Business Savings Account information applies to pages 23 of the Truth-in-Savings section of the SkyOne All-In-One Disclosure dated August 1, 2022.

Rate information: The dividend rate and Annual Percentage Yield (APY) may change at any time, as determined by the Credit Union's Board of Directors. The offer applies to new money and new High Yield Business Savings Accounts only. Rate is subject to change. For current rate click here.

Compounding and Crediting: Dividends will be compounded and credited to your account monthly.

Minimum Deposit Requirements: The minimum deposit required to open this account is ***$1.00***

Minimum Balance Requirements: The minimum balance required to open this account is ***$1.00***

Fees and Charges: Please refer to our Schedule of Fees for additional information about charges.

In Process

Docusign Envelope ID: 3CF90BBB-165F-8E15-8298-F4F504E2AB35

SCHEDULE OF BUSINESS SERVICE CHARGES

Effective **August 1, 2024.**

SkyOne FEDERAL CREDIT UNION

Business Savings and Business Checking Accounts

Checking Account Fee[1]	$9.95*
Non-Sufficient Funds – Overdraft Privilege[2]	$30
Non-Sufficient Funds – Returned	$30
Returned Item Unpaid Fee	$25
Overdraft Transfer Fee	$2
Paper Statement Fee[3]	$5*
Stop Payment Fee (ACH, Billpay, Check)	$20 per item
Check order charges (billed to business checking shared directly by the approved check vendor)	varies
Official Check	$5

ATM/Debit Cards

Visa International Service Assessment Fee (Debit)[4]	1% of Transaction
ATM or Visa Debit Card Replacement	$10
ATM of Visa Debit Card Rush Order	$35

General Service Charges

Check Cashing Fee (Non-Members cashing items drawn on SkyOne Federal Credit Union)	$5
Escheat Due Diligence Notice Fee	$2
Express Delivery (Established by Express Delivery Service)	Varies
Inactivity Fee[5]	$5*
Legal Attachments, levies, garnishments	$50
Notary Fee In branch (Non SkyOne Documents)	$15 Per Notary's Signature
Outgoing Collection Items (Domestic and Foreign)	$20
Research	$35/Hour – 1 Hour Minimum
Statement Copy Request	$5/per statement
Verification of Deposit	$10
Wires	
Domestic – Outgoing	$30
International -Outgoing	$50

In Process

Treasury Management Fees

Wire platform (individual wires separate charge)	
ACH or RDC[6]	$25/mo
ACH and RDC[7]	$45/mo

*Indicates a monthly fee.

[1] Business Checking account has a monthly fee of $9.95. To avoid the monthly fee, one of the following requirements must be met each month: 1) Keep an average daily balance of $1,000 or more, 2) are a non-profit organization, or 3) is enrolled at SkyOne Federal Credit Union as a designated Select Employer Group (SEG).

[2] Assessed for items paid when funds are insufficient. Go to All in One Disclosure at www.skyone.org/terms-conditions for a complete list of terms and conditions.

[3] Monthly fee waived when enrolled in eStatements.

[4] Single currency transaction fee imposed on all international transactions that do not require a currency conversion; and a multi-currency transaction fee is assessed for international transactions that require a currency conversion. Applies to Visa Check Card transactions. NOTE: The ISA Fee applies to transactions even if they are initiated here in the United States, if processed by a merchant outside of the United States, such as Internet transactions you initiate while here in the United States but that are processed outside the United States by the merchant. Visa® is a registered trademark of VISA U.S.A. Inc

[5] Waived for accounts that have $10,000 on deposit or more. Fee assessed starting month 12 of no activity and each month thereafter until account is brought to zero balance and closed, or business/member initiates contact.

[6] Indicates a monthly fee. Fee is waived if business account has an Average Daily Balance in Business Checking or Business Savings of $125,000 or more.

[7] Indicates a monthly fee. Fee is waived if business account has an Average Daily Balance in Business Checking or Business Savings of $250,000 or more.

Federally insured by NCUA.
Equal Housing Lender

(08/24)