



SACRAMENTO
CREDIT UNION

TRUTH-IN-SAVINGS DISCLOSURE

Effective September 10, 2019

IMPORTANT DOCUMENT TO KEEP FOR MY RECORDS

In the following Agreement and Disclosure, the words "I," "me," "mine," "my," "we," "us," and "our" mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing an Account Signature Card or opening one or more account(s) with you. The words "you," "your," and "yours" mean Sacramento Credit Union.

I. PAYMENT OF DIVIDENDS

Dividend Rates. The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, state law, and the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

For all accounts except term share (certificate) accounts, the Dividend Rate and Annual Percentage Yield (APY) may change at any time as determined by the Credit Union's Board of Directors. For specific dividend rate(s) for each type of dividend bearing account, I will refer to the Rate Sheet, which is incorporated by this reference.

For all accounts, dividends will be compounded monthly and will be credited monthly. Dividends on term share (certificate) will be credited monthly and at maturity. For all account types, 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 last day of the dividend period and for the example is January 31.

If I close my account before dividends are credited, I may not receive the accrued dividends. Dividends will begin to accrue on the business day I deposit items to my account.

The balance computation method, the dividend period, accrual of dividends on noncash deposits and effect of closing an account is set forth in the description of each account.

See the separate rate sheet for the current dividend rates.

II. TERMS AND CONDITIONS

Terms and Conditions Applicable to All Accounts

1. I understand that I must purchase my share in this Credit Union by depositing \$25.00 into my Regular Share Account and pay a one-time membership fee in order to be admitted to membership. The par value of a share in this Credit Union is \$25.00. If I fail to maintain a balance of \$25.00 in my Regular Share Account, I may be terminated from membership at the end of a dividend period. I must be and remain a member in good standing to maintain any account.
2. All accounts (except checking accounts) are not transferable except as defined in 12 CFR Part 204. For all accounts except checking accounts, during any statement period, I may not make more than six (6) withdrawals or transfers to another account of mine at the Credit Union or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions. The six (6) transfers may be made by check, debit card, if applicable, or similar order to a third party. If I exceed the transfer limitations set forth above in any statement period, my account will be subject to closure by you.
3. Your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
4. You reserve the right, upon thirty (30) days written notice, to change any provision of or establish new provisions to this Agreement and Disclosure.
5. You may refuse to follow any of my instructions that in your sole judgment are illegal or would expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that you incur in connection with my account if you take an action in accordance with my or what purports to be my oral, written, or electronic instructions.
6. You reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
7. You may endorse and/or collect items deposited to my account without my endorsement, but may require my personal endorsement prior to accepting an item for deposit. If I deposit items which bear the endorsement of more than one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorsers to be present or to have their endorsements guaranteed before you accept the item.
8. I authorize you to accept items payable to any account owner for deposit to my account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by me.
9. I understand and agree that you may utilize automated means to process checks and other items written on or deposited to my account. Although you may manually review checks or other items drawn on my account, I understand and agree reasonable commercial standards do not require you to do so.
10. You will mail all statements and other notices only to the person whose signature appears first on the Account Signature Card. I shall exercise reasonable care and promptness examining my statements and must promptly notify you of any error or unauthorized payment including, but not limited to, an altered item or an unauthorized signature. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized payment against you if: (1) you suffer a loss on the item because of my failure or (2) you pay on another item presented by the same wrongdoer if the payment was made before I properly notified you. Notification must be made within thirty (30) days of the date of the statement. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized item one (1) year or more after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
11. You or I may terminate an account(s) at any time. I understand and agree, however, that your authority may not be changed or terminated except by written notice to you, which will not affect prior transactions. Moreover, if you receive conflicting claims to funds in an account you hold, you may, at your discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to your satisfaction.
12. You reserve the right to close any account(s) and terminate my membership should you discover that any of my accounts or any other accounts with you have been deliberately manipulated by me to your, any other account holder's, and/or any other member's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to your detriment.
13. I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If you suspect such financial abuse, I understand and agree that, in addition to reporting such abuse as may be required under law, you have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that you deem appropriate under the circumstances. I agree to indemnify and hold you harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
14. You may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure, any Term Share (Certificate) Account Agreement and Disclosure, and/or the Account Signature Card shall be valid and discharge you from liability. Without limitation to the foregoing, you may honor checks drawn against my account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. You have no duty to investigate or question withdrawals or the application of funds.
15. You reserve the right to require me to give not less than seven (7) and up to sixty (60) days written notice of my intention to withdraw funds from any account except Checking Accounts.
16. I understand and agree that Individual, Joint, and Pay-on-Death accounts may be subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
17. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Signature Card(s) and a new account number may be assigned. The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.
18. I am required to keep you informed of my current address. I agree to notify you promptly of any change of address. I may notify you in person at your office or by sending a written and signed notice to:

Sacramento Credit Union
Attn: Member Service
P.O. Box 2351
Sacramento, CA 95812

In the event that I fail to do this, a charge may be made to my account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address.

19. I agree to notify you immediately of the death or court declared incompetence of any owner of my account. I agree to inform each owner of my account to notify you of such an event as well. If I die or am declared legally incompetent, you can continue to accept and collect items deposited to my account until you know of my death or adjudication of incompetency and have a reasonable opportunity to act.
20. All non-cash payments shall be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks, savings, or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the section DISCLOSURE OF MY ABILITY TO WITHDRAW FUNDS OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS for further details.
21. If a check or other item which you cash for me or which I deposit to my account is returned to you as unpaid for any reason, you may charge my account for the amount of the check or other item. This may include, among other circumstances, checks which were paid originally and later are returned to you accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. You may charge my account for the amount without questioning the truth of such documentation. You may also charge back any amount of accrued or paid dividends related to the returned check.

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

22. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by me or a prior endorser.
23. Although you are not obligated to, you may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If I cash or deposit an item or write a check with such notation, I agree that it applies only between me and the payee or maker. The notation will have no effect on you, and I agree to accept responsibility for payment of the item. I agree to indemnify and hold you harmless from any claim or alleged loss of any maker or payee involving such notations, whether I am the maker or payee or the funds are otherwise deposited into an account in which I have an interest.
24. You are under no obligation to pay a check which is presented more than six (6) months after its date, but you may do so at your discretion and charge my account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. I agree that you are not required to identify stale dated checks or seek my permission to pay them.
25. All accounts are subject to your Fee Schedule, which accompanies this Agreement and Disclosure and is incorporated by this reference. You shall debit such charges against any account I own (including accounts on which I am a joint owner) except my IRA Accounts. Only fees related to an IRA Account will be debited from an IRA Account. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
26. California law states that inactive account balances in savings, checking, and matured Term Share (Certificate) accounts must escheat to the state after a period of three (3) years since the last time I:
 - a. Increased or decreased the amount of funds on deposit with you or presented an appropriate record for crediting of dividends or cashed a dividend check from any of my accounts with you; or
 - b. Corresponded in writing or electronically with you concerning the funds on deposit; or
 - c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with you.My deposit account will not escheat to the state, however, if, during the previous three (3) years, I have owned another deposit account with the Credit Union and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the deposit account that would otherwise escheat, you have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with me at the address to which communications regarding the other deposit account are regularly sent.

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

To recover funds turned over to the state, I must file a claim with the state.
27. You may, but are not obligated to, transfer funds from my savings, checking, or loan accounts on my written, oral, or electronic request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on your "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will not occur, except for preauthorized internal transfers, where up to three attempts to transfer the funds will be made.
28. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
29. You agree to retain and furnish to me, if requested, photocopies of certain records pertaining to my account and that these records for the time frame required by law will be available to me. I agree to pay applicable fees for those copies.
30. I understand and agree that you must comply if you are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena, or other legal process relating to my account that you reasonably believe is valid. You may charge a compliance with legal process fee, and you may assess this fee against any account I maintain with you, including the account that is the subject of the legal process.
31. In the event that a corporate or cashier's check is lost or stolen, I must execute and deliver to you a written CORPORATE CHECK STOP PAYMENT AND REISSUE/REFUND form and/or affidavit in a form acceptable to you and in time for you to have a reasonable time to act thereon. I further understand and agree that the Declaration of Loss and Claim For Reimbursement is not enforceable until the later of (i) the time the Declaration of Loss and Claim For Reimbursement is properly delivered to you or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. I agree to indemnify you for any loss or claim occasioned by your attempting to, or stopping, payment on such check.
32. I authorize you to gather whatever credit, checking account, and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.
33. You are not responsible for any loss or damage which results from my negligence, including, without limitation, my failure to adequately safeguard my blank checks or other personal information or means of access to my account.
34. In the event that a negative balance is created in my account (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) or I have other outstanding financial obligations of any kind owed to you, which are in default, I understand and agree that you may transfer funds to such account from any other account (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default.
35. In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of offset for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, I knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in my account.
36. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.
37. Member accounts in this Credit Union are federally-insured by the National Credit Union Share Insurance Fund.
38. An action or proceeding by me to enforce an obligation, duty, or right arising under this Agreement and Disclosure or by law with respect to my account must be commenced within one (1) year after the cause of action occurs.
39. I agree to indemnify, defend, and hold you and your employees harmless from and against every claim, demand, action, cost, loss, liability, and expense including, without limitation, attorneys' fees, which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.
40. My account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.
41. I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my check card, ATM card, ATM or home banking PIN, or granting any person power to act as my agent under a power of attorney or trustee for a trust account), I understand that any transaction completed by such person shall be considered authorized by me.

Terms and Conditions Applicable to All Individual and Joint Accounts

1. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by anyone or all account owner(s), including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. Being a joint owner of a member's account does constitute credit union membership for the joint owner. Joint owners may not be nonmembers.
5. Except as set forth herein or in the applicable loan agreement(s), I may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to your then-current loan policies. Further, a pledge of funds by anyone of us shall be binding on all of us. I may not withdraw funds that are pledged as security on loan(s) without written approval, except to the extent that such funds exceed my total primary and contingent liability to you. I may not withdraw any funds below the amount of my primary or contingent liability to you if I am delinquent as a borrower, or if borrowers for whom I am cosigner, endorser, or guarantor are delinquent, without written approval.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

Terms and Conditions Applicable to Pay-On-Death (P.O.D.) Designations

1. If I have made a Pay-On-Death (P.O.D.) designation, all sums are payable on request to me during my lifetime and, upon my death, first to you to the extent of any outstanding matured or unmatured debts owed to you by me and second to my designated P.O.D. payee(s). If the account is jointly owned, to one or more account owner(s) during their lives and, on the death of all of them, first to you to the extent of any outstanding matured or unmatured debts owed to you by any of us and second to one or more payees then surviving in equal and individual shares. If a P.O.D. payee dies before all of the account owner(s), then, upon the death of all of the owner(s), all sums are divided equally among the surviving P.O.D. payees.
2. A Pay-On-Death designation cannot be changed by a will.

Terms and Conditions Applicable to Living Trust Accounts

1. If I am a trustor/trustee and want to establish an account in connection with a written trust, you may require me to provide you with a notarized trust certification confirming my power as a trustee prior to opening the account.
2. You are not required to know, understand, interpret, or enforce the terms of the Trust Instrument.
3. I acknowledge that the account is governed by the applicable terms and conditions set forth in this Agreement and Disclosure and by the terms and conditions set forth in my "TRUSTEE'S ACCOUNT AGREEMENT AND CERTIFICATION OF TRUST."
4. Living trust accounts are not subject to the Multiple Party Accounts Law.

Terms and Conditions Applicable to Regular Savings Accounts

1. The minimum deposit required to open a Regular Savings Account is \$25.00 and pay a one-time membership fee.
2. I must maintain a minimum average daily balance of \$100.00 in this account or have other accounts with you to avoid a monthly service fee.

If, during any month, my account balance falls below \$100.00, my account will be subject to a Below Minimum Balance Fee as set forth on the Fee Schedule. This fee is waived for members age 18 and under.
3. I must maintain a minimum daily balance of \$300.00 in this account to obtain the disclosed Annual Percentage Yield (APY).
4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day I deposit items to my account.
5. The owner(s) may pledge any or the entire principal on deposit in this account as security for any loan(s) subject to the Credit Union's then-current loan policies. Further, a pledge of funds in this account by any owner shall be binding on all owners.

Terms and Conditions Applicable to Vacation Club Accounts

1. The minimum deposit required to open a Vacation Club Account is \$25.00.
2. No minimum balance requirements apply to this account to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance of \$300.00 in this account each day to obtain the disclosed Annual Percentage Yield (APY)
4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day I deposit items to my account.
5. A Vacation Club Account may be opened at any time. The full balance in the Account will be disbursed to me on July 5. If a withdrawal is necessary before July 5, the Account may be closed.

Terms and Conditions Applicable to Christmas Club Accounts

1. The minimum deposit required to open a Christmas Club Account is \$25.00.
2. No minimum balance requirements apply to this account to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance of \$300.00 in this account each day to obtain the disclosed Annual Percentage Yield (APY).
4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day I deposit items to my account.
5. A Christmas Club Account may be opened at any time. The full balance in the Account will be disbursed to me on November 5. If a withdrawal is necessary before November 5, the Account may be closed.

Terms and Conditions Applicable to All Checking Accounts

1. You may, at your discretion, but you are not obligated to nor shall you be liable for refusal to, pay funds from this account:
 - a. When such payment would draw the account below the minimum balance for the account as established from time to time by you ("overdrafts").
 - b. If drawn by means not authorized in advance by you.
 - c. Against checks presented over six (6) months past their dates.
2. You may pay and charge to my applicable account, checks drawn by and payable to any person, organization, association, or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient funds in my account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss, or damage to me of any kind.
3. If you have made a good-faith payment to a holder, you may charge my account according to:
 - a. The original terms of my check; or
 - b. The terms of my completed check unless you have notice that any such completion is improper.
4. I or any other person authorized to draw on the account, may request a stop payment of any check payable against my account, provided my request is timely and affords you a reasonable opportunity to act upon it under your rules. I may also stop payment on a line of credit check. My stop payment must include the account number, check number, exact amount, check date, and name of payee. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. I agree to indemnify, defend, and hold you harmless for all claims, actions, and damages related to or arising from your action in stopping payment of any check pursuant to my request. A stop payment fee will be assessed for each stop payment request. Oral stop payment requests will not be honored. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment request was effective. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request.

See the Electronic Funds Transfer Disclosure regarding the procedures for stop payments on preauthorized payment services. Stop payment limitations apply for cashier's checks, certified checks, or checks issued or guaranteed by you.
5. Death, dissolution, or incompetence of me (or any of us) shall not revoke your authority to accept, pay, or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death, dissolution, or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. We shall notify you if any of us die, become incapacitated, or our organization is dissolved.
6. If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
 - a. Any holder in due course on the check against the drawer or maker;
 - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
 - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
7. You may, without liability, accept, pay, guarantee, or charge checks to the account in any order convenient to you.
8. In the event of wrongful dishonor that occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft, or other debit on my account, your determination of whether sufficient funds exist in my account may be made at any time between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft, or other debit.
9. I agree that in the event I draw a check on my account with you that I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
10. If overdrafts are to be covered by a transfer of funds from my savings account(s), such transfer(s) will generally be made only if there are sufficient available funds on deposit at the time of transfer. I agree that overdrafts, if paid in excess of funds in any savings account or available from any loan account, are payable on demand. Any items returned unpaid because of insufficient available funds or paid without sufficient available funds in my checking account and overdraft source(s) will be subject to nonsufficient fund (NSF) fees. I understand that if I wish not to have any items paid without sufficient available funds in my checking that I can make a request in writing to waive this service.
11. You may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any signer of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by us whether or not we participate in the transaction or benefit from its proceeds.
12. If the Account Signature Card is signed by more than one person, we hereby appoint each other as agents and attorneys-in-fact to overdraft from any of our savings or loan accounts (including accounts on which we are joint owners, except IRA accounts).
13. I may not pledge any of the funds on deposit in a checking account as security for any loan(s).
14. If this is an ORGANIZATION account (i.e., corporate, partnership, or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account.
15. I will notify you immediately if my checks are lost or stolen. I agree that I will be responsible for losses caused by a delay in my notification to you.
16. As a convenience to me, you will submit my initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in the Fee Schedule. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.
17. This is a truncated checking account. Checks are provided with carbonless copies and are not returned with statements. Checks are microfilmed on both sides and stored for seven years from date of posting. I may request and you will provide me with a photocopy of a requested item within a reasonable time. You will not charge me for copies of the first two items I request appearing on any statement. Additional copies will be subject to an assessment of a fee. If I have not ordered my Credit Union checks through your approved check vendors, I understand and agree that you are not responsible for the quality of any check copy that I request from you.
18. If a transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my Accounts. If I deposit a remotely-created check into any of my Accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which I have deposited into my Account is returned by the drawee-payor bank for any reason, I agree that you may debit my Account for the amount of the item, plus any applicable fees. If the debit causes my Account to be overdrawn, I agree to pay the overdrawn amount on your demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
19. You may charge against my account a postdated check even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, I can place a stop payment on the postdated check. Oral stop payment requests will not be honored. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment request was effective. A fee may be assessed for this service.
20. All checks written on my account must be drawn in U.S. dollars.

See the CHECKING ACCOUNT ADDENDUM for additional checking account disclosures.

Terms and Conditions Applicable to Money Market Accounts

1. The minimum deposit required to open this account is \$2,500.00.
2. No minimum balance requirements apply to this account to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance of \$2,500.00 in this account to obtain the disclosed Annual Percentage Yield (APY).
4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day I deposit items to my account.
5. If the account balance is less than \$2500.00 the account will be closed and funds will be transferred to my Regular Savings Account.
6. I may not pledge any of the funds on deposit in the account as security for any loan(s).
7. During any month, I am limited to no more than six (6) withdrawals or transfers to another account of mine at the Credit Union or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions. The six (6) transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If I exceed the transfer limitations set forth above in any statement period, my account will be subject to closure by you.

Terms and Conditions Applicable to Premium Money Market Accounts

1. The minimum deposit required to open this account is \$50,000.00.
2. No minimum balance requirements apply to this account to avoid the imposition of a monthly service fee.
3. I must maintain a minimum daily balance of \$2,500.00 in this account to obtain the disclosed Annual Percentage Yield (APY).
4. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day I deposit items to my account.
5. If the account balance is less than \$2500.00 the account will be closed and funds will be transferred to my Regular Savings Account.
6. I may not pledge any of the funds on deposit in the account as security for any loan(s).
7. During any month, I am limited to no more than six (6) withdrawals or transfers to another account of mine at the Credit Union or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions. The six (6) transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If I exceed the transfer limitations set forth above in any statement period, my account will be subject to closure by you.

Terms and Conditions Applicable to Term Share (Certificate) Accounts

1. The minimum deposit required to open this Account is \$1,000.00. I must maintain a minimum daily balance of \$1,000.00 in this account to obtain the disclosed Annual Percentage Yield (APY). After the account is opened, additional deposits to the account are not permitted until the Maturity Date.
2. Dividends will be compounded monthly and credited to the account monthly and at maturity. I understand that I may choose to have dividends paid to me or to another account every month rather than credited to this account.
3. No minimum balance requirements apply to this account to avoid the imposition of a monthly service fee.

4. Although credited dividends may be withdrawn or transferred at any time without early withdrawal penalty, the Annual Percentage Yield is based on an assumption that dividends will remain in the account until maturity. An early withdrawal will reduce earnings.
5. The account will mature on the Maturity Date set forth in the Certificate Receipt. The Credit Union will impose a penalty if a withdrawal of principal is made prior to the Maturity Date. If the account has an original term of six (6) months or less, then you may impose an early withdrawal penalty equal to the lesser of:
 - Ninety (90) days dividends; or
 - All dividends earned on the withdrawn amount.
 If the account has an original term of more than six (6) months, then you may impose an early withdrawal penalty equal to the lesser of
 - One hundred-eighty (180) days dividends; or
 - All dividends earned on the withdrawn amount.
6. This account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term.
7. There is a grace period of ten (10) calendar days after the Maturity Date to withdraw funds in the account without being charged an early withdrawal penalty. If automatically renewed, the account will be renewed for a term equal or closest to that of the initial term and at the dividend rate and Annual Percentage Yield in effect at that time for such a term. If automatically renewed, all funds in the account as of the renewal date are considered to be principal.
8. The owner(s) may pledge any or all of the principal on deposit in this account as security for any loan(s) subject to the Credit Union's then-current loan policies. Further, a pledge of funds in this account by any owner shall be binding on all owners.

Terms and Conditions Applicable to Individual Retirement Accounts (IRAs)

1. You offer Traditional IRA and Roth IRA Accounts. These accounts are subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the IRA Custodial Agreement, which will be provided to me in accordance with applicable law.
2. The minimum deposit required to open this account is \$25.00. Additional deposits are permitted to contributory IRAs only.
3. I must maintain a minimum average daily balance of \$300.00 in this account each day to obtain the disclosed Annual Percentage Yield (APY).
4. I may not pledge any of the funds on deposit in the account as security for any loan(s).
5. Certain federal and state penalties may apply to amounts withdrawn from IRA accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.
6. Funds in an Individual Retirement Account will escheat to the state, if I have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
 - a Increased or decreased principal;
 - b Accepted payment of principal or income (dividends);
 - c Corresponded electronically or in writing with you concerning the funds or otherwise indicated an interest therein.

III. FUNDS TRANSFERS AGREEMENT AND NOTICE

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

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

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement shall control and be deemed to modify such other agreements or terms of account.

1. This Agreement applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code (Division II of the California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for domestic wire transfers is 1:00 PM and international wire transfers is 12:00 PM on each weekday that the Credit Union is open that is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.
3. The Credit Union may charge my account for the amount of any funds transfer initiated by me or by any person authorized by me as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. I will be notified of the security procedure, if any, to be used to verify payment orders issued by me or for which my account will be liable. I agree that the authenticity of payment orders may be verified using that security procedure unless I notify the Credit Union in writing that I do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from me or other authorized parties on the account until I and the Credit Union agree, in writing, on an alternate security procedure.
5. If I send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.
6. If I give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that I will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number I provided the Credit Union.
7. If I give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named bank. This means that I will be responsible for any loss or expense incurred by a receiving bank that executes or attempts to execute the payment order in reliance on the identifying number I provided.
8. The Credit Union may give me credit for Automated Clearing House (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. I am hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from me of the amount credited to me in connection with that ACH entry. This means that the Credit Union may provide me with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on my account and I will be liable to repay the Credit Union.
9. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide me with next day notice of receipt of ACH credit transfers to my account. I will continue to receive notices of receipt of ACH items in the periodic account statements that you provide.
10. If the Credit Union received a funds transfer for me or for other persons authorized to have access to my account, I agree that the Credit Union is not obligated to provide me with next day notice of the receipt of the funds transfer. The Credit Union will provide me with notification of the receipt of all funds transfers by including such items in the periodic account statements which the Credit Union provides. I may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
11. If the Credit Union becomes obligated under Article 4A (Division II of the California Uniform Commercial Code) to pay interest to me, I 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.
12. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in my designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by me; (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. I understand and agree that the Credit Union shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.
13. The Credit Union shall have the right to charge the amount of any funds transfer request to any of my accounts at the Credit Union in the event that no account is designated or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request. The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Credit Union's Fee Schedule, which is incorporated by this reference.
14. If I initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, the Credit Union may transfer payment in the currency of the beneficiary bank's country at the Credit Union's buying rate of exchange to United States dollars. If the transfer is returned for any reason, I agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses incurred by the Credit Union.
15. Except as expressly prohibited by applicable state and federal laws and regulations, I understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which I fail to report to the Credit Union within thirty (30) days after my receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's 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) my negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by me or my authorized agent; or (6) any error, failure, or delay in execution of any funds transfer instruction, cancellation, or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

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

IV. DISCLOSURE OF MY ABILITY TO WITHDRAW FUNDS OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS

My Ability To Withdraw Funds

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

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If I make a deposit before 5:00 p.m. on a business day that you are open, you will consider that day to be the day of my deposit. However, if I make a deposit after 5:00 p.m. or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

Longer Delays May Apply

In some cases, you will not make all of the funds that I deposit by check available to me on the first business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the second business day after the day of my deposit. The first \$200 of my deposits, however, may be available on the first business day.

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

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

- You believe a check I deposit will not be paid.
- I deposit checks totaling more than \$5,000 on any one day.

- I redeposit a check that has been returned unpaid.
- I have overdrawn my account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment. You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. They will generally be available no later than the seventh business day after the day of my deposit.

Special Rules for New Accounts

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

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

The first \$5,000 from all other check deposits will be available on the seventh business day after the day of my deposit. The excess over \$5,000 will be available on the fifteenth day after the day of my deposit.

Check Cashing

If you cash a check for me that is drawn on another financial institution, you may withhold the availability of a corresponding amount of funds that are already in my account.

If you accept for deposit a check that is drawn on another financial institution, you may make funds from the deposit available for withdrawal immediately but delay my availability to withdraw a corresponding amount of funds that I have on deposit in another account with you. 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 I deposited.

Items made payable to parties not on my credit union account will not be accepted for deposit through the ATM or the Credit Union Service Center System.

Deposits at Automated Teller Machines (ATMs)

Funds from any deposits (cash or checks) made payable at ATMs you own or operate will be available generally on the second business day after the day of my deposit.

Funds from any deposits (cash or checks) made at ATMs you do not own or operate will be available on the fifth business day after the day of my deposit.

All ATMs that you own or operate are identified as your machines.

Cash Withdrawal Limitation

You place certain limitations on withdrawals in cash. In general, \$100 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total \$400 of other funds becoming available on a given day is available for withdrawal in cash at or after 5:00 p.m. Any remaining funds will be available for withdrawal in cash on the following business day.

V. SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

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

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

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

VI. I WHAT I NEED TO KNOW ABOUT OVERDRAFT AND OVERDRAFT FEES

My Available Balance

The available balance in my account plays a significant role in the operation of my account. My available balance is the balance in my account that you use to determine if I have sufficient funds to cover a transaction. My available balance is the most current record you have about the funds that are available for withdrawal from my account. In determining the available balance in my account, you will consider all transactions that have posted to my account, any holds that may be in place on deposits I have made, and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to my account.

My account is considered overdrawn when the available balance in my account is negative. It is very important to understand that I may still overdraw my account even though the available balance appears to show there are sufficient funds to cover a transaction that I want to make. My available balance does not reflect all my outstanding checks, automatic bill payments that I have authorized, or other outstanding transactions that have not been paid from my account. For example, outstanding checks I have written will not be reflected in my available balance until they are presented to you and paid from my account.

Also, my available balance may not reflect all of my debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), you must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by you and paid from my account. I will refer to the section entitled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect my available balance. I understand that you urge me to record and track all of my transactions closely to confirm that my available balance accurately reflects my spending of funds from the account linked to my debit card.

In addition, my available balance may not reflect the most recent deposits to my account. For details on the availability for withdrawal of my deposits, I will refer to section IV. DISCLOSURE OF MY ABILITY TO WITHDRAW FUNDS OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS.

Operation of Account and Order of Posting

I understand that you receive deposit and withdrawal transactions in many different forms throughout each business day. You reserve the right to determine the timing and order in which such transactions are posted to my account to the extent permitted by law. You determine the order in which you process and post deposits and other credits and checks and other items to my account based on a number of factors.

I understand that you may pay or authorize some items, and decline or return others, in any order you deem appropriate to the extent permitted by law. When the available balance in my account is not sufficient to cover all of the items presented that day, some processing and posting orders can result in more returned items and more overdraft and returned item fees than other orders. You may choose your processing and posting orders to the extent permitted by law regardless of whether additional fees result.

To help your members avoid overdraft fees, Sacramento Credit Union currently posts member transactions in the manner described below.

- Direct Deposit payroll and ACH transactions are posted upon receipt according to the effective date provided by the originating employer or merchant. Generally, ACH Credits are received prior to the posting day and are held until the effective day. On the effective day they are posted first and made available by 9:00 am on that business day. You receive multiple files each day and if the effective date of the transaction has been reached, the ACH Credit or Debit will be posted as it is received. ACH Debits are posted in order from lowest to highest dollar amount

- ATM and Point of Sale transactions (where a Personal Identification Number (PIN) is used to authenticate the transaction) are generally posted in real-time when I initiate the transaction. That means that when I make a cash withdrawal from an ATM or conduct a PIN transaction at a merchant, those funds are immediately deducted from my available account balance at the time of the transaction. When a deposit is made to an ATM the funds are immediately credited to the account, but a hold will be placed on the amount the deposit exceeds \$300.00.

- Debit card transactions (where a signature is used to authenticate the transaction) are also generally posted in real-time (a hold is placed, I will refer to "Authorization Holds for Debit Card Transactions below") and the funds are deducted when VISA sends them to you. Remember: A hold is placed on the account immediately when the transaction occurs at the retail outlet, and the transaction will post when the transaction is received from VISA

- Automatic Bill Payments (where a Debit card is used to establish a recurring payment) are posted as they are received.
- Paper checks (or share drafts) received by 3:00 p.m. are posted that day. Incoming checks are posted by dollar amount from lowest to highest dollar amount.
- Deposits and withdrawals by me that are received over the counter are posted at the time they are received.
- Checks that are presented at a branch by a party other than a member are posted to the account one to two business days after they are received.

I agree that, to the extent permitted by law, you may determine in your discretion the timing of posting items to my account. I agree that you may in your discretion make changes at any time to the extent permitted by law without notice to me.

Authorization Holds for Debit Card Transactions

When I make a purchase with my debit card, the merchant may seek your prior authorization for the transaction. You generally place a temporary hold against some or all of the funds in the account linked to my debit card if and when an authorization request is obtained. You refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from my available balance (generally in real time as they are received by you throughout each day).

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 (such as a gas station, automobile rental or lodging purchase). For those 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 you may not receive an authorization request from the merchant, and there will be no authorization hold reflected in my available balance.

You are permitted to place an authorization hold on my 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. If the transaction is not submitted for payment by the merchant within the specified time period, however, you will release the authorization hold, which will increase my available balance until the transaction is submitted for payment by the merchant and finally posted to my account. If this happens, you must honor the prior authorization and pay the transaction from my account, which will reduce my available balance and may cause my account to become overdrawn regardless of my actual account balance. In such cases, subsequent posting of pending transactions may further overdraw my account and be subject to additional fees. I will assume that any item which would overdraw my account based on my available balance may create an overdraft. I understand that you urge me to record and track all of my transactions closely to confirm that my available balance accurately reflects my spending of funds from the account linked to my debit card.

INSUFFICIENT FUNDS Overdrafts and Returned Items

General

I am responsible for keeping track of the funds in my account that are available for me to use before I write a check, make cash withdrawal at an ATM, or use my debit card for a transaction. You encourage me to manage my funds responsibly. Among other things, I should keep a running balance that reflects all of my transactions. It is imperative that I keep track of the outstanding transactions I may have authorized (such as outstanding checks or automatic bill payments for example), as my available balance will not reflect these transactions until they are paid from my account. As discussed above, your record of my available balance may also not reflect all of my debit card transactions. I also understand that I should not assume that I can avoid overdrafting my account by making a deposit before a check or other item is presented for payment because my deposit may not be immediately available for withdrawal. For details on the availability for withdrawal of my deposits, I will refer to section IV. DISCLOSURE OF MY ABILITY TO WITHDRAW FUNDS OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS.

Insufficient Funds - Overdrafts and Returned Items

You will generally charge a fee for any item presented for payment on a business day when my account is overdrawn or if I do not have available funds when the payment is authorized. If you pay it, you will charge an overdraft fee (subject to any limitations you impose and subject to rules for everyday debit card transactions discussed in greater detail below). If you return it, you will generally charge a returned item fee. I understand that more than one fee may be charged on the same item if the payee re-initiates or resubmits the item. I will see the Fee Schedule for a listing of fees.

I can avoid fees for overdrafts and returned items by making sure that my account always contains sufficient available funds to cover all of my transactions.

You pay overdrafts at your discretion, which means you do not guarantee that you will always, or ever, authorize and pay them. You are not obligated to pay any item presented for payment against my account if the available balance in my account is insufficient to cover the item. If you overdraw my account to pay items on one or more occasions, you are not obligated to continue paying future insufficient funds items. You may pay all, some, or none of my overdrafts, without notice to you. If you do not authorize and pay an overdraft, then you decline or return the transaction unpaid.

Overdraft Services (Including Overdraft Services for Everyday Debit Card Transactions)

An overdraft occurs when the available balance in my account is insufficient to cover a transaction, but you pay it anyway.

You have standard overdraft practices that come with certain accounts.

With your standard overdraft practices that come with my account, you do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using my checking account number
- Automated Bill Payments established using a Debit Card

You will not authorize and pay overdrafts for ATM transactions at all. You will not generally pay overdrafts on everyday debit card transactions on existing accounts unless I ask you to by opting in.

I will be eligible for Overdraft Services if I have an eligible account type (as described below) and if I maintain my account in good standing. Maintaining my account in good standing includes, among other requirements, the following:

1. I am not in default on any loan obligation to you;
2. I bring my account to a positive balance (not overdrawn) immediately or as soon as possible after it has been overdrawn, and in no event less than once every thirty (30) days; and
3. Our account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien.

You will generally permit overdrafts, and may charge an overdraft fee, on my debit card transactions (except Automated Bill Payments) only if I have opted into your overdraft services. There are various ways to opt in to your Overdraft Services for Everyday Debit Card Transactions. For more information, I will contact your Call Center 1-888-722-8601 or visit www.sactocu.org.

Your Fee Schedule for my account explains when you charge I fees for overdrafts and for returned items and the dollar amount of the fees. I will review the Fee Schedule for my account carefully.

If my account is overdrawn, I agree to repay you immediately, without notice or demand from you. You ordinarily use deposits I or others make to my account to pay overdrafts, fees, and other amounts I owe you.

You may refuse to pay an overdraft for me at any time, even though my account is in good standing and even though you may have previously paid overdrafts for you. This program is a courtesy extended at your discretion, and you have no obligation to pay any items drawn against insufficient funds. I may be notified by any method reasonably calculated to provide actual notice, including without limitation, notice given by first class mail to my last address shown on the credit union's records, or by electronic transmission as permitted by law, of any items drawn against insufficient funds paid or returned that I may have; however, you have no obligation to notify me before you pay or return any item. The amount of any overdrafts, including your fees, that I owe you, shall be due and payable immediately. If there is an item drawn against insufficient funds paid by you on an account with more than one (1) member on the signature card, each member, and agent if applicable, drawing/ presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including your fees (if any).

I will note:

• **Eligible Account Types:** The account types that are eligible for Overdraft Services are: Free Checking, Free Interest Checking and Free Rewards Checking Accounts.

• **Eligible Transaction Types:** Insufficient funds transactions initiated for payment against my checking account(s) may be approved and paid by you. This includes your fees, only for certain transaction types. These eligible transaction types include Checks and ACH/Electronic Items. (Your Sacramento Credit Union checks presented for cash in branches are not included transactions.)

• **Ineligible Accounts and Limitations:** Overdraft Services are available only for eligible checking accounts that are maintained in good standing as defined above. Savings Type Accounts, Money Market Accounts, and Public Fund/Charitable Organization Accounts are not eligible for this program. You may in your sole option and discretion, limit the number of my accounts eligible for Overdraft Services to one account per household and/or one account per taxpayer identification number.

• **I may always opt out:** I may choose at any time to opt out and not participate in your standard Overdraft Services. If I choose to opt out and no longer participate in Overdraft Services, and I have opted in to **Overdraft Services for Everyday Debit Card Transactions**, I will also be automatically removed from the debit card Overdraft Services. Furthermore, if I have opted in to Overdraft Services for Everyday Debit Card Transactions, I may choose at any time to opt out and not participate in it. If I wish to opt out, I will contact a Member Service Representative at 1-888-722-8601.

• **If I need help:** Of course, overdrafts should not be used to pay ordinary or routine expenses and I should not rely on overdrafts as a means to cover these expenses. If at any time I feel I need help with my financial obligations I will contact one of your Member Service Representatives at **1-888-722-8601**.

ALWAYS A DISCRETIONARY PROGRAM: These terms and conditions in no way obligate you to extend Overdraft Services to you. This program represents a purely discretionary courtesy or privilege that you provide and which may be withdrawn or withheld by you at any time without prior notice, reason, or cause. You reserve the right to exclude me from Overdraft Services for any reason, including for what you believe to be excessive use of Overdraft Services.

The Responsibility is mine

I understand that the responsibility for ensuring that the funds in my account will cover a transaction is mine. You recommend that I a running balance of the amount of funds in my account to ensure that there are sufficient funds in my account. You provide various tools that will help me manage my account, such as online banking and mobile banking applications. I understand that the balance displayed using these tools may be either my available balance or my ledger balance. It is important that I understand the difference between these two balances. My available balance is the most current record you have about the funds that are available for withdrawal from my account (but does not include certain pending transactions as described in greater detail previously in "Authorization Holds for Debit Card Transactions"). My ledger balance, on the other hand, is simply the current posted balance in my account. It includes only deposits and withdrawals posted to my account. My ledger balance does not include any pending transactions and may include deposits that are not yet available for withdrawal. The amount displayed on my monthly statements from you is my ledger balance.

For a variety of reasons, neither my available balance nor my ledger balance may represent the funds in my account that will be available to cover a particular transaction at the time I enter into it (such as delivering a check to a merchant) depending on a number of factors, including, without limitation, how and when the item for such transaction is presented to you. **The responsibility for ensuring that a transaction will not overdraw my account is mine.**



Checking Account Addendum to Truth-in-Savings Disclosure

This Addendum supplements our Truth-in-Savings Disclosure ("Disclosure") by describing the specific terms applicable to the accounts described below. The terms and conditions of our Disclosure are incorporated herein by this reference as if set forth in full. In the event that any provision in this Addendum conflicts with any provision in the Disclosure, this Addendum shall control.

Free Checking

Minimum balance requirements

The minimum balance required to open this account is \$25.00. No minimum balance requirements apply to this account in order to avoid the imposition of a monthly service fee.

Rate Information

This account does not earn dividends.

Transaction limitations

No transaction limitations apply to this account unless otherwise stated in the Common Features section of our *Truth-in-Savings Disclosure*.

Fees and charges

There are no monthly service fees. Please refer to our Fee Schedule for information about other fees and charges.

Free Interest Checking

Minimum balance requirements

The minimum balance required to open this account is \$25.00. No minimum balance requirements apply to this account in order to avoid the imposition of a monthly service fee.

Rate Information

The dividend rate and annual percentage yield may change at any time, as determined by the credit union's board of directors.

To earn dividends on your account, you must have 1 direct deposit or be 55 years of age or greater.

Base Rate – As of the last dividend declaration date, if your average daily balance was between \$.01 and \$999.99, the dividend rate on the balance of your account was the Base Dividend Rate for Free Interest Checking set forth on the Credit Union's Dividend Rate Sheet with a Base Rate for Free Interest Checking annual percentage yield as set forth on the Credit Union's Dividend Rate Sheet.

Tier 1 Rate – As of the last dividend declaration date, if your average daily balance was \$1,000.00 or more, the dividend rate paid on the balance of your account was the Tier 1 Dividend Rate for Free Interest Checking set forth on the Credit Union's Dividend Rate Sheet with a Tier 1 Rate for Free Interest Checking annual percentage yield as set forth on the Credit Union's Dividend Rate Sheet.

Compounding and Crediting

Dividends will be compounded monthly and credited to your account every month.

Average Daily Balance Method

We use the average daily balance method to calculate dividends on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Accrual of Dividends on Noncash Deposits

Dividends will begin to accrue no later than the business day you place noncash items (for example, checks) to your account.

Dividend Period

For this account type, 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 last day of the dividend period, and for example above is January 31.

Effect of closing an account

If you close your account before dividends are paid, you will not receive the accrued dividends.

Transaction limitations

No transaction limitations apply to this account unless otherwise stated in the Common Features section of our *Truth-in-Savings Disclosure*.

Fees and charges

No monthly fees. Please refer to our Fee Schedule for information about fees and charges on this account.

Free Rewards Checking

Minimum balance requirements

The minimum balance required to open this account is \$25.00. No minimum balance requirements apply to this account in order to avoid the imposition of a monthly service fee.

Bonus Rate

To earn the bonus annual percentage yield set forth on the Credit Union's Dividend Rate Sheet for Free Rewards Checking on balances of \$.01 to \$15,000 and on balances of \$15,000.01 and greater, you must meet the following three requirements during your Free Rewards Checking qualification statement cycle:

- 12 Debit/Check Card Transactions,
- 1 Direct Deposit or ACH Auto Debit, and

Receive and view e-Statements at least once per cycle

The Free Rewards Checking qualification statement cycle begins with the last banking day of the month and ends with the next to the last banking day of the following month.

In addition to earning the Bonus Rate when these requirements are met, you will receive automatic refunds on ATM surcharge fees, up to \$4.99 per transaction with a maximum monthly refund of \$25.00.

ATM fees of \$5.00 and higher will be reimbursed if the appropriate ATM receipt is presented to a representative at one of our branches. If you believe that you have not been reimbursed the correct amount, please contact us. We must hear from you no later than 30 days after the statement cycle where the reimbursement was applicable. The collective total of all ATM fees that will be reimbursed for a qualification cycle will not exceed the \$25 limit established for each qualification cycle. Note: ATM withdrawals do not count as qualifying debit card transactions for purposes of earning rewards within this account.

Rate Information

The dividend rates and tiers may change at any time, as determined by the credit union's board of directors.

Base Rate – If you do not meet the requirements to earn the Bonus Rate during a statement cycle and your average daily balance was equal to or greater than \$.01, the dividend rate on the balance of your account for that statement cycle was the Base Dividend Rate for Free Rewards Checking set forth on the Credit Union's Dividend Rate Sheet with a Base Rate for Free Rewards Checking annual percentage yield as set forth on the Credit Union's Dividend Rate Sheet. If your average daily balance is less than \$.01, your account will not earn dividends.

Bonus Rate Tier 1 – If you meet the requirements to earn the Bonus Rate during a statement cycle and your average daily balance is between \$.01 and \$15,000, as of the last dividend declaration date the dividend rate paid on the balance of your account for that statement cycle was the Bonus Tier 1 Dividend Rate for Free Rewards Checking set forth on the Credit Union's Dividend Rate Sheet with a Bonus Tier 1 Rate for Free Rewards Checking annual percentage yield as set forth on the Credit Union's Dividend Rate Sheet.

Bonus Rate Tier 2 – If you meet the requirements to earn the Bonus Rate during a statement cycle and your average daily balance is equal to or greater than \$15,000.01, as of the last dividend declaration date a Bonus Tier 2 dividend rate as set forth on the Credit Union's Dividend Rate Sheet was paid only on the portion of your balance that was equal to or greater than \$15,000.01 for that statement cycle.

Depending on the balance of your account, the annual percentage yield for this tier fell in a range as set forth on the Credit Union's Dividend Rate Sheet.

Compounding and Crediting

Dividends will be compounded monthly and credited to your account every month.

Average Daily Balance Method

We use the average daily balance method to calculate dividends on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Accrual of Dividends on Noncash Deposits

Dividends will begin to accrue no later than the business day you place noncash items (for example, checks) to your account.

Dividend Period

For this account type, 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 last day of the dividend period, and for example above is January 31.

Effect of closing an account

If you close your account before dividends are paid, you will not receive the accrued dividends.

Transaction limitations

No transaction limitations apply to this account unless otherwise stated in the Common Features section of our *Truth-in-Savings Disclosure*.

Fees and charges

No monthly fees. Please refer to our Fee Schedule for information about fees and charges on this account.

Free Easy Checking

Minimum balance requirements

The minimum balance required to open this account is \$25.00. No minimum balance requirements apply to this account in order to avoid the imposition of a monthly service fee.

Rate Information

This account does not earn dividends.

Transaction limitations

This account is subject to the following restrictions:

- Check deposits at a branch, or by mail will be available by the second business day. On a case by case basis we may determine that a longer hold as indicated in the Disclosure of My Ability to Withdraw Funds Other than Term Share (Certificate) Accounts section of our *Truth-in-Savings Disclosure*.
- ATM deposits at proprietary ATM or nonproprietary ATMs will be available for withdrawal on the 5th business day after deposit for the first 30 days the account is opened. After 30 days of account opening all ATM deposits at proprietary and nonproprietary ATMs will be available on the 2nd business day after deposit. On a case by case basis we may determine that a longer hold as indicated in the Disclosure of My Ability to Withdraw Funds Other Than Term Share (Certificate) of our *Truth-in-Savings Disclosure*.
- Please refer to the terms and conditions stated in the Common Features section of our *Truth-in-Savings Disclosure*.

Fees and charges

There are no monthly service fees. Please refer to our Fee Schedule for information about other fees and charges.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Sacramento Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, STAR, Co-Op, and PLUS® networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry STAR, Co-Op, and PLUS® network logo(s).

The following limitations on ATM Card transactions may apply:

- You may make five (5) cash withdrawals in any one (1) day.
- You may make five (5) POS transactions in any one (1) day.
- There are daily withdrawal and purchase limits. You will be notified of these limits by the credit union before you receive your access card.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. Visa Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of electronic gambling transactions through the Internet. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Co-Op, STAR, and PLUS® networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- You may make 25 Visa Debit Card purchases per day.
- You may make five (5) cash withdrawals in any one (1) day from an ATM machine.
- You may make 25 POS transactions in any one (1) day.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- There are daily withdrawal and purchase limits. You will be notified of these limits by the credit union before you receive your access card.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

c. Telephone Banking. If we approve Telephone Banking for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Telephone Banking to:

- Transfer funds from your savings, checking, loan, money market, and club accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, money market, and club accounts.
- Access your Personal Line of Credit, Visa Credit Card, and Home Equity Line of Credit account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Telephone Banking via a touch-tone telephone only. Telephone Banking service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Telephone Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum transfer amount is \$50,000.00 per transaction and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings and/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the

oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.

- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. Online Banking. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Transfer funds from your savings, checking, loan, money market, and club accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, money market, and club accounts.
- Access your Personal Line of Credit, Visa Credit Card, and Home Equity Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- External Transfer, transfer money to or from your account at another financial institution (please refer to separate External Transfer disclosure for more details on this service).

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum transfer amount is \$50,000.00 per transaction, and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

g. Mobile Banking. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Transfer funds from your savings, checking, loan, money market, and club accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, money market, and club accounts.
- Access your Personal Line of Credit, Visa Credit Card, and Home Equity Line of Credit accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Mobile Deposit, make deposits to your checking account using a mobile device (please refer to the separate Mobile Deposit disclosure for more details on this service).

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum transfer amount is \$50,000.00 per transaction, and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

h. Bill Payment. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payment transactions may apply:

- There is no limit on the number of bill payments per day.

2. TRANSFER LIMITATIONS — For all savings, club, and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. International Transactions.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 2.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

If a transaction was made with your card or card number without your permission and was a Visa debit card transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card. You may be liable up to \$50.00 for all other unauthorized Visa debit card transactions, including if you were negligent in the handling of your account or card.

For all other EFT transactions involving a card or access code other than a debit card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

916-444-6070
888-722-8601

or write to:

Sacramento Credit Union
PO Box 2351
Sacramento, CA 95812-2351

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.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 916-444-6070 or 888-722-8601. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Saturday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.

- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

916-444-6070
888-722-8601

or write to:

Sacramento Credit Union
PO Box 2351
Sacramento, CA 95812-2351

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error has 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 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 or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of California, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.