



**SUN COMMUNITY**  
FEDERAL CREDIT UNION

P.O. Box 4210  
El Centro, CA 92244-4210  
(760) 337-4200

*About Your*  
**Credit Union**  
**Accounts**

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Savings Accounts  
Christmas Club Accounts  
Big 12 Savings Accounts  
Money Market Accounts  
IRA Accounts  
Checking Accounts  
Certificate Accounts  
Electronic Fund Transfers  
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# YOUR TRUTH-IN-SAVINGS DISCLOSURE

*To open your account, complete the appropriate account card and return it to our Member Services Representative. Please read this brochure completely and retain it with your personal records. All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Share "savings" accounts, share draft "checking" accounts, and share certificate accounts "certificates" are subject to the requirements below and such other terms and conditions as established by the Board of Directors and as contained in the account agreements.*



## INFORMATION REGARDING MEMBER IDENTIFICATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for our Members:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying objects.

## GENERAL INFORMATION ABOUT ALL OF OUR ACCOUNTS

### PAR VALUE

The par value of a savings in Sun Community Federal Credit Union is \$5.

### ACCRUAL OF DIVIDENDS

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before close of business, with the exception of direct deposit payroll. Direct deposit payroll is accrued from the time payment is received by the institution and not when it is credited to the individual accounts.

### DIVIDEND RATES

The initial dividend rate and Annual Percentage Yield on our savings, checking and certificate accounts are stated on the Rate Schedule accompanying this Disclosure. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

### BYLAW REQUIREMENTS

The maximum amount of savings which may be held by any one member shall be established from time to time by resolution of the Board of Directors. A member who fails to complete payment of one savings within six months of his admission to membership, or within six months from the increase in the par value in savings, or a member who reduces his savings balance below the par value of one

savings and does not increase the balance to at least the par value of one savings within six months of the reduction may be terminated from membership at the end of a dividend period. Savings may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. The Credit Union reserves the right, at any time, to require members to give, in writing, not less than seven days and not more than 60 days notice of intention to withdraw the whole or any part of the amounts paid in by them. No member may withdraw shareholdings that are pledged as required for security on loans without the written consent of the loan committee or a loan officer, except to the extent that such savings exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without the written consent of the loan committee or loan officer.

### **REQUIREMENT OF MAINTAINING AND OPENING A SECURE SAVINGS ACCOUNT**

You must open a Secure Savings Account to open any subsequent accounts. You must maintain the Secure Savings Account to avoid closure of that account and any subsequent accounts. If you should close your Secure Savings Account within 30 days of the date of opening, you will be charged the fee stated in the accompanying Fee Disclosure. In order to open your account you need to furnish us with your Social Security Number (SSN). Privacy Act Notice-Section 6109 requires you to furnish your correct TIN (Taxpayer Identification Number) to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you.

### **CHANGES IN TERMS AND CONDITIONS**

The use of an account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time. The Credit Union has the right to change the terms and conditions of this Agreement at any time, in any manner, and for any reason. We may delete or modify existing terms. We may add new terms without regard to whether the matter is already addressed by this Agreement. We may offer new or different services at any time, and may convert an existing account or service into a new account or service. We will generally notify you in advance of changes by sending written notice to your address as it appears on our records. However, we may make changes without sending you advance notice, unless such notice is required by law. By continuing to use or keep your account open, you will be deemed to accept and agree to any such changes in terms.

## **ABOUT OUR SAVINGS ACCOUNTS**

Sun Community Federal Credit Union's share ("savings") accounts let you deposit your money in a savings account and withdraw your money at any time (with the exception of the Club Accounts and IRA's). Our savings accounts are the Secure Savings, Special Savings, Christmas Club, Big 12 Savings, Secure Safari Club, Secure Star Account, Secure Money Market Accounts, and the IRA Accounts.

### **BALANCE INFORMATION**

We compute the balance in our Savings Accounts to determine the dividends you will be paid by using the daily balance method, which applies a daily periodic rate to the balance in your account each day.

### **DIVIDEND COMPOUNDING AND CREDITING**

For savings accounts, the dividend period is monthly. Dividends will be compounded monthly and will be credited monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration

date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule. If you close your savings accounts before dividends are credited, you will not receive accrued dividends (with the exception of IRA's).

### **TRANSACTION LIMITATIONS**

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. This six transfer limitation is a requirement of Regulation D. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### **➔ *About Our Secure Savings Accounts***

#### **RATE INFORMATION**

Our Secure Savings Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time, at the Credit Union's discretion.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

You must purchase a \$5 share in the Credit Union to open a Secure Savings Account. You must maintain a minimum daily balance of \$50 in order to obtain the Annual Percentage Yield stated in the Rate Schedule.

### **➔ *About Our Special Savings Accounts***

#### **RATE INFORMATION**

Our Special Savings Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time, at the Credit Union's discretion.

#### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Special Savings Account is \$5. You must maintain a minimum daily balance of \$50 in order to obtain the Annual Percentage Yield stated in the Rate Schedule.

### **➔ *About Our Christmas Club Accounts***

#### **RATE INFORMATION**

Our Christmas Club Account is designated a fixed rate account on the Rate Schedule. This rate and yield will not change unless we notify you at least 30 days prior to the change.

#### **TRANSACTION LIMITATIONS**

The maximum amount you may deposit is \$1,000 within a calendar month. Your Christmas Club Account may be opened between November 1st and January 31st of the following year. Funds will be transferred to your checking account or to your savings account, if you do not have a checking, on or about November 1st each year. The account will be automatically reopened November 1st of each year.

## ➔ *About Our Big 12 Savings Accounts*

### **RATE INFORMATION**

Our Big 12 Savings Account is designated a fixed rate account on the Rate Schedule. This rate and yield will not change unless we notify you at least 30 days prior to any change.

### **TRANSACTION LIMITATIONS**

The maximum amount you may deposit is \$1,500 within a calendar month. The minimum amount you may deposit into your Big 12 Savings Account is \$50 within a calendar month. Your Big 12 Savings Account may be opened between July 1st and October 31st of the same calendar year. Funds will be transferred to your checking account or to your savings account if you do not have a checking, on or about July 1st of each year. The account will be automatically reopened July 1st of each year.

## ➔ *About Our Secure Safari Club Accounts*

### **RATE INFORMATION**

Our Secure Safari Club Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time, at the Credit Union's discretion.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

You must purchase a \$5 share in the Credit Union to open a Secure Safari Club Account. You must maintain a minimum daily balance of \$5 in your Secure Safari Club Account to obtain the Annual Percentage Yield stated on the Rate Schedule.

## ➔ *About Our Secure Star Accounts*

### **RATE INFORMATION**

Our Secure Star Account is designated as a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Secure Star Account is \$5. You must maintain a minimum daily balance of \$5 in your Star Account to obtain the Annual Percentage Yield stated on the Rate Schedule.

## ➔ *About Our IRA Accounts*

Sun Community Federal Credit Union offers Traditional, SEP, and Roth IRA's. In addition, we offer the Coverdell Education Savings Account.

### **RATE INFORMATION**

Our IRA savings accounts are designated tiered variable rate accounts on the Rate Schedule. These rates and yields may change at any time, at the Credit Union's discretion.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open an IRA Account is \$50. You must maintain a minimum daily balance of \$5 in your IRA Account to obtain the Annual Percentage Yield stated on the Rate Schedule.

### **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

## ➔ *About Our Secure Money Market Accounts*

### **RATE INFORMATION**

Our Secure Money Market Accounts are designated as tiered variable rate accounts on the Rate Schedule. The rates and yields may change at any time, at the Credit Union's discretion.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Secure Money Market Account is \$1,500. There is no minimum daily balance required in order to earn the Annual Percentage Yield stated on the Rate Schedule.

### **TRANSACTION LIMITATIONS**

The minimum check amount for the Secure Money Market Account is \$250.

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

## **ABOUT OUR CHECKING ACCOUNTS**

Sun Community Federal Credit Union offers the following checking accounts which let you withdraw your money and write checks against your account at any time subject to funds availability. Our checking accounts are the Secure Checking, Secure Select Checking, Secure Teen Checking and Secure Senior Checking Accounts.

### **DIVIDEND COMPOUNDING AND CREDITING**

For Checking Accounts, the dividend period is monthly. Dividends will be compounded monthly and will be credited monthly. For example, the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. The most recent dividend declaration date is reflected on the accompanying Rate Schedule. If you close the Checking Account before dividends are credited, you will not receive accrued dividends.

## ➔ *About Our Secure Checking Accounts*

### **RATE INFORMATION**

Our Secure Checking Account is designated a variable rate account on the Rate Schedule. This rate and yield may change at any time, at the Credit Union's discretion.

### **BALANCE INFORMATION**

We compute the balance in our Secure Checking Account to determine the dividends you will be paid by using the daily balance method, which applies a daily periodic rate to the balance in your account each day.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open a Secure Checking Account. There is no minimum daily balance required in order to earn the Annual Percentage Yield stated on the Rate Schedule. You must maintain a minimum daily balance of \$500 to avoid the monthly service fee as stated on the Fee Schedule.

## ➔ *About Our Secure Select Checking Accounts*

### **RATE INFORMATION**

Our Secure Select Checking Account is designated as a non-dividend account.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The minimum deposit required for you to open a Secure Select Checking Account is \$50. There is no minimum daily balance required to maintain the Secure Select Checking Account. The monthly service fee is stated on the Fee Schedule.

## ➔ *About Our Secure Teen Checking Accounts*

Our Secure Teen Checking Account is designed for children between 13 and 17 years of age. To open a Secure Teen Checking Account you must open and maintain a Secure Star Savings account with a minimum balance of \$5. A parent or legal guardian must sign on this account as a joint owner.

### **RATE INFORMATION**

Our Secure Teen Checking Account is designated a variable rate account on the Rate Schedule. This rate and yield may change at any time, at the Credit Union's discretion.

### **BALANCE INFORMATION**

We compute the balance in our Secure Teen Checking Account to determine the dividends you will be paid by using the daily balance method, which applies a daily periodic rate to the balance in your account each day.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open a Secure Teen Checking Account. There is no minimum daily balance required to obtain the Annual Percentage Yield stated on the Rate Schedule. There is no minimum balance required to avoid closure.

## ➔ *About Our Secure Senior Checking Accounts*

Our Secure Senior Checking Account is designed for eligible members who are 60 years of age or above.

### **RATE INFORMATION**

Our Secure Senior Checking Account is designated a variable rate account on the Rate Schedule. This rate and yield may change at any time at the Credit Union's discretion.

### **BALANCE INFORMATION**

We compute the balance in our Secure Senior Checking Account to determine the dividends you will be paid by using the daily balance method, which applies a daily periodic rate to the balance in your account each day.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

There is no minimum deposit required for you to open a Secure Senior Checking Account. There is no minimum daily balance required in order to earn the Annual Percentage Yield stated on the Rate Schedule.

## **ABOUT OUR CERTIFICATE ACCOUNTS**

Sun Community Federal Credit Union's certificate accounts let you deposit your money for a specified period of time. Our certificate accounts are the Certificate, Jumbo Certificate, and IRA Certificate. The various maturity options available are stated in the accompanying Rate Schedule.



## **ANNUAL PERCENTAGE YIELD**

The Annual Percentage Yield is based on an assumption that dividends will remain on deposit until maturity. If you make a withdrawal of dividends from your account, your earnings will be reduced.

## **BALANCE INFORMATION**

We compute the balance in the certificate accounts to determine the dividends you will be paid by using the daily balance method, which applies a daily periodic rate to the balance in your account each day.

## **MATURITY**

Your account will mature as reflected on the Rate Schedule. The maturity date will be stated on the certificate provided to you at the time of opening your account.

## **EXCEPTIONS TO PENALTIES**

The penalties stated below will not apply if:

1. The withdrawal is made subsequent to the death of any owner of the savings account or the certificate account, or is made pursuant to the Credit Union's Bylaws.
2. The certificate account is part of a pension plan which qualifies or is qualified to specific tax treatment under Section 401 (d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon reaching not less than 70 1/2 years of age, or
3. Such withdrawal is made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

## **RATE INFORMATION**

The certificate accounts are designated fixed rate accounts on the Rate Schedule. You will be paid these rates and yields until maturity.

## **DIVIDEND COMPOUNDING AND CREDITING**

Dividends will be compounded monthly and will be credited monthly and at maturity.

## **RENEWAL OF ACCOUNT/GRACE PERIOD**

Your account will automatically renew at maturity for the same time as the original term unless you prevent renewal by withdrawing all of the funds in your account at maturity or within a grace period of 10 days after maturity. If you withdraw any of the principal after the grace period has expired the account will be assessed the Early Withdrawal Penalty.

## **ACCOUNT LIMITATIONS**

You may not make deposits into or withdrawals from this account until the maturity date. See Early Withdrawal Penalty. You may make withdrawals of dividends from your account at any time after they are credited.

## **EARLY WITHDRAWAL PENALTY**

We may impose a penalty if you withdraw principal from your account before the maturity date. The penalty imposed shall be based on the amount withdrawn and the term of the certificate. If the certificate term is less than one year, the penalty will be a loss of 90 days of dividends on the principal amount withdrawn. If the certificate term is one year or more, the penalty will be a loss of 180 days of dividends on the principal amount withdrawn.

If the amount withdrawn reduces the principal balance below the required minimum, you will be assessed a penalty on the entire principal balance and the account will be closed.

## ➡ *About Our Certificate Accounts*

Our Certificate Accounts are offered with terms ranging from 180 days to 60 months.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The various minimum deposit requirements necessary to open and maintain a certificate account are stated in the accompanying Rate Schedule. If the certificate account is closed, the funds will be transferred to a savings account where they will continue to earn dividends at the rate paid on that savings account.

## ➡ *About Our Jumbo Certificate Accounts*

Our Jumbo Certificate Accounts are offered with terms ranging from 180 days to 60 months.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The various minimum deposit requirements necessary to open and maintain a certificate account are stated in the accompanying Rate Schedule. If the certificate account is closed, the funds will be transferred to a savings account where they will continue to earn dividends at the rate paid on that savings account.

## ➡ *About Our IRA Certificate Accounts*

Our IRA Certificate Accounts are offered with terms ranging from 180 days to 60 months. Our IRA Accounts are the Traditional IRA, Roth IRA, SEP IRA, and Coverdell Education Savings Account.

### **MINIMUM BALANCE AND DEPOSIT REQUIREMENTS**

The various minimum deposit requirements necessary to open and maintain an IRA certificate account are stated in the accompanying Rate Schedule. If the certificate account is closed, the funds will be transferred to a savings account where they will continue to earn dividends at the rate paid on that savings account.

### **INCORPORATION OF IRA AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Individual Retirement Accounts are contained in the Credit Union's Individual Retirement Account agreement and disclosure statement, which by this reference is incorporated into this account disclosure in its entirety. When you open your Individual Retirement Account, the Credit Union agreement and disclosure statement will be provided to you.

## **ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

This EFT Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of the Sun Community Federal Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Sun Community Federal Credit Union is given below, followed by specific disclosure information for each service. Sun Community Federal Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an "electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider"). The terms and conditions for such electronic fund transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by Sun Community Federal Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to Sun Community Federal Credit Union.

## **PERSONAL IDENTIFICATION NUMBER**

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM/Debit Card for transactions that require the use of a PIN. This number should be memorized-DO NOT write it on your ATM/Debit Card. After memorizing your PIN, you should destroy the notice disclosing your PIN. If you forget your PIN, contact the Credit Union and we will issue you a new one.

## **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS**

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case, you will get the statement at least quarterly. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

## **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING AUTOMATED TELLER MACHINE (ATM) CARDS**

Tell us AT ONCE if you believe your ATM/POS Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic 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 you have one with us). If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your ATM/POS Card or PIN, and we can prove that we could have stopped someone from using your ATM/POS Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM/POS Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time.

## **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARDS**

Tell us AT ONCE if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows 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 you have one with us). If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we will extend the 60-day period by a reasonable amount.

## **SPECIAL NOTICE TO MASTERCARD DEBIT CARDHOLDERS**

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

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

If you cannot meet these requirements then your liability with respect to unauthorized transactions may be greater than the zero (\$0.00) liability limit, to the extent allowed under applicable law. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you. This provision limiting your liability does not apply to either MasterCard commercial cards or Small Business Programs.

## **HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION**

If you believe your debit card, credit card, ATM/POS card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (760) 337-4200 or write to us at P.O. Box 4210, El Centro, CA 92244-4210. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

## **BUSINESS DAYS**

Our business days are Monday through Friday, excluding Saturday, Sunday and federal holidays.

## **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transaction to or from your share or share draft/checking account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your ATM/Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your ATM/Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at (760) 337-4200 for the in-store branch location between 10:00 a.m. and 7:00 p.m. Monday through Friday 9:00 a.m. and 6:00 p.m. Saturday and 10:00 a.m. and 3:00 p.m. on Sunday; or

for all other Credit Union locations, call us between 9:00 a.m. and 5:00 p.m. Monday through Thursday; between 9:00 a.m. and 6:00 p.m. on Friday; or between 9:00 a.m. and 1:00 p.m. on Saturday or write to us at P.O. Box 4210-4210, El Centro, CA 92244 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within 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 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 the error you assert is an unauthorized MasterCard transaction, other than a cash disbursement at an ATM, we will credit your account within five business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. 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 10 business days.

\*\* 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 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.

## **CHARGES**

In order to obtain the electronic services listed, you must open a savings account and maintain a savings balance of \$5. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule which accompanies this Disclosure and Agreement.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account or the transfers you make:

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

## **ADDRESS CHANGE**

Keep the Credit Union informed of your current address to ensure correct mailing of monthly statements.

## **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, Debit Cards or designated accounts.

## **TERMINATION**

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your ATM/Debit Card or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM/Debit Card, PIN or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your ATM Card, Debit Card, PIN or account; or
- c) you or any authorized user of your ATM/Debit Card, PIN or account request that we do so.

## **ADDITIONAL BENEFITS/CARD ENHANCEMENTS**

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## **WAIVER OF RIGHTS**

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

## **OTHER AGREEMENTS**

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## **SEVERABILITY**

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

## **WHO IS BOUND BY THIS AGREEMENT**

Each person who signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

## **SIGNATURES**

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

## **➡ *Additional Disclosures Applicable to ACH Services***

## **DOCUMENTATION OF DIRECT DEPOSIT**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (760) 337-4200 to find out whether or not the deposit

has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

## **DISCLOSURE OF RIGHT TO STOP PAYMENT**

- a) Right to stop payment and procedure for doing so.  
If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (760) 337-4200, or write to us at P.O. Box 4210, El Centro, CA 92244-4210, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- b) Notice of varying amounts.  
If these regular payments vary in amount, the person you are going to pay will tell you 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.

## **TRANSACTIONS AVAILABLE**

You may use your ACH services to perform the following transactions:

- Make deposits to your savings or checking account;
- Make loan payments;
- Pay bills directly from your savings or checking account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time electronic payment from your savings or checking account using information from your check to pay bills or pay for purchases;
- Authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees; and
- Transfer funds from another financial institution account to your Credit Union account (participating financial institutions only).

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

## **➔ *Additional Disclosures Applicable to ATM and POS Services***

### **RULES FOR USE**

By using your ATM/POS Card with your personal identification number (PIN) at automated teller machines ("ATMs") or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your savings or checking account(s) in accordance with the instructions given at the terminals. All ATM/POS Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

### **ATM FEES**

When you use an ATM not owned by Sun Community Federal Credit Union, you may be charged a fee by the ATM operator, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of an ATM or MasterCard Debit Card issued by Sun Community Federal Credit Union when you use an electronic terminal operated by Sun Community Federal Credit Union.

### **TRANSACTIONS AVAILABLE**

You may use your ATM/POS Card to perform the following transactions:

- Make deposits to your savings or checking account;
- Withdraw cash from your savings, checking, or line of credit;

- Transfer funds between your savings and checking and loan account;
- Make point-of-sale payments for goods and services to others from your checking account; and
- Make account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

## **LIMITATIONS ON TRANSACTIONS**

You may make ATM cash withdrawals and POS transactions up to \$500 each 24-hour period, as long as your available balance will cover the transaction. Various institutions that participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM. You may make a combined total of 10 ATM/POS transactions each 24-hour period.

## **ACCESS CARDS**

All ATM Cards/Debit Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM/Debit Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

## **ATM SAFETY**

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATMs when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Have your ATM/Debit Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM Card away and leave.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete. Count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your ATM/Debit Card or anywhere else in your wallet. Thieves can easily figure out the reason for “hidden” or “secret” numbers.

## **➔ *Additional Disclosures Applicable to ART (Audio Response Teller)***

### **TRANSACTIONS AVAILABLE**

You may use ART to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and payoff information;



- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your savings, checking account, or Money Market Account;
- Transfer funds between your savings, checking, or Money Market Account;
- Access your Line of Credit Account to request loan advances;
- Transfer funds from your Line of Credit to your savings or checking account;
- Make loan payments;
- Place a Stop Payment; and
- Order Checks

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

## **TRANSACTION LIMITATIONS**

The maximum amount you may withdraw by check is \$10,000 during any 24-hour period.

Total transactions may not exceed \$10,000 during any 24-hour period.

## **➔ *Additional Disclosures Applicable to MasterCard Debit Card Services***

### **ISSUANCE OF CARD**

“Card” means the Sun Community Federal Credit Union Debit Card and any duplicates, renewals or substitutions the Credit Union issues to you. “Account” means the account designated on the application for your Debit Card.

### **RESPONSIBILITY FOR TRANSACTIONS**

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Debit Card PIN to anyone, they will have access to all accounts identified by your account number. If the account is a joint account, all transactions involving the account are binding on all account holders.

### **MERCHANT DISPUTES**

For POS transactions directly accessing a line of credit, the credit union is not responsible for the refusal of any merchant or financial institution to honor the card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you.

### **LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS**

Purchases made above the floor limit of the merchant will require an authorization number from MasterCard.

### **USE OF THE CARD**

You may use the Card and PIN to:

- Withdraw cash from your savings, checking, or loan account at ATMs, merchants, or financial institutions that accept MasterCard Debit Cards;
- Transfer funds between your savings, checking, or loan account you have with the Credit Union; and
- Make deposits to your savings, checking, Money Market, or loan account at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept MasterCard Debit Cards (these are point-of-sale or POS transactions);

- Order goods or services by mail or telephone from places that accept MasterCard Debit Cards; and
- Make automatic payments from your checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals.

Use of the Card, the account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor MasterCard Debit Cards is an order by you for the withdrawal of the amount of the transaction from your Account. Each transaction with the Card will be charged to your Account on the date the transaction is posted to your Account. When the Credit Union receives notification of a Debit Card transaction, it will put a hold on an equivalent amount of funds in your checking account for three days or until the day the transaction is charged to your account.

All Card transactions covered by this Agreement are subject to the terms and conditions of your Account agreements with us governing the affected Accounts, except as modified by this Agreement. Any future changes to your Account agreements may affect the use of the card.

### **ILLEGAL USE OF MASTERCARD DEBIT CARD**

You agree that your MasterCard Debit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

### **OVERDRAFTS**

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

### **REFUSAL TO HONOR CARD**

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

### **MASTERCARD CROSS-BORDER TRANSACTIONS**

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. If a Cross-Border Transaction on a U.S.-issued credit or debit card is submitted to MasterCard in the currency of the country of the merchant, MasterCard will convert the transaction to the cardholder billing currency using its currency conversion procedure. MasterCard uses either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The government-mandated exchange rate or wholesale exchange rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. Added to your Cross-Border Transaction is a MasterCard Issuer Cross-Border Assessment of up to 2 percent currency conversion fee.

## ➔ ***Additional Disclosures Applicable to Online Banking and Bill Payment Services***

Online Banking allows convenient access to your membership 24 hours a day. To use Online Banking and/or Bill Pay, you must have a computer, modem, internet service, browser, your member number and ART (Audio Response Teller) PIN. Each member who uses Online Banking, or authorizes another person to use Online Banking, agrees to the following Online Banking Agreement:

### **ONLINE BANKING AGREEMENT**

1. The singular includes the plural;
2. ("Online Banking") means personal computer home banking service;
3. ("Credit Union") means Sun Community Federal Credit Union;
4. ("You") and ("Your") means each member who uses or authorizes use of Online Banking;
5. ("Account") means any and all deposit and savings account(s) owned by any of you;
6. ("Line of Credit") means any and all lines of credit issued by Credit Union to any of you;
7. ("Loan") means any and all loans extended by Credit Union to any of you;
8. ("Password") means your Online Banking password.

### ***Online Banking***

To access your membership using Online Banking, you must use your Password. First time users will use their ART PIN to access the Online Banking sign-up process. The sign-up process will include entering a password that you will use to access your accounts going forward. You will hold your Password in strict confidence. You will notify the Credit Union immediately of loss or theft of the Password. The Credit Union may, at its discretion, reissue a new Password for your use. For your security, we recommend you change your Password periodically. Providing the Password to another person constitutes authorization of that person to conduct any Online Banking transaction or inquiry on your membership. You shall be liable for all authorized Online Banking transactions.

Except as inconsistent with this Agreement, use of Online Banking is subject to the terms and conditions of your Account agreements, Loan agreements as amended by the Credit Union from time to time, which are incorporated by reference herein. Changes in the terms and conditions of your Account agreements, Line of Credit agreements and Loan agreements may affect the use of Online Banking.

This Agreement may be amended by the Credit Union at any time, at its discretion. You will receive notice of amendments as required by applicable law without restatement of the terms herein.

You agree to pay all charges to your Account, Line of Credit and/or Loan made by you and any person authorized by you to use the Password. You agree to pay any fees and charges assessed against your Account, Line of Credit and/or Loan under the terms of this Agreement, the Fee Disclosure and any other agreement with the Credit Union.

Online Banking and the Password are the property of the Credit Union which may, without liability to you or advance notice (except as required by applicable law), revoke or limit any or all uses of the Password and/or Online Banking. You may not use the Password or Online Banking after the Credit Union revokes the Password or your use of Online Banking.

## **RIGHT TO WITHDRAW CONSENT**

You may terminate your use of Online Banking and/or Bill Pay by mailing or delivering written notice to the Credit Union. However, your notice will be ineffective until the Credit Union receives your notice and has a reasonable opportunity to act upon it. In any event, your notice will not be binding on the Credit Union before midnight of the Credit Union business day following receipt of such notice by the Credit Union.

You agree to indemnify the Credit Union for any amounts, including but not limited to expenses, court costs and attorney fees incurred by the Credit Union in the event of an overdraft of your failure to perform according to the provisions of this Agreement. You agree to hold the Credit Union harmless for any failure of the Online Banking system due to electronic, mechanical or similar problems beyond the control of the Credit Union.

Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice to any of you will be notice to all of you.

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 within the jurisdiction of the court of the county in which the Credit Union's principal place of doing business is located.

If legal action is necessary to enforce this Agreement or collect any amounts owing to the Credit Union or fees or charges assessed under this Agreement, the Credit Union has the right, subject to applicable law, to payment by you of all attorney's judgment actions. You agree that such legal action may be filed and heard in the county and state in which the Credit Union's principal place of doing business is located, if allowed by applicable law.

## **TRANSACTIONS AVAILABLE**

If we approve Online Banking for your accounts, you will use a separate Password. You must use your Password, along with your member number to access your membership. You may use Online Banking to:

- Transfer funds from your savings, checking, money market, and MasterCard accounts;
- Obtain account/loan balance information;
- Make loan payments from your savings, checking, and money market accounts;
- Access your Sun Community Line of Credit and MasterCard 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; and
- Pay bills through Bill Payer from your checking account.

Online Banking is available for your convenience 24 hours a 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 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.

## **TRANSACTION LIMITATIONS**

- There is no limit to the number of inquiries in any one (1) day.
- Total transactions cannot exceed \$10,000 in each 24 hour period.

- For all savings, secondary savings 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.

## ***Bill Pay***

You may use the Bill Pay feature of Online Banking to pay bills from your checking account. The payee of a Bill Pay payment order will not receive payment for as many as ten (10) business days after the payment order is processed by us. Your checking account must contain sufficient available funds at the time the Bill Pay payment order is initiated for the payment order to be processed. We shall have no liability for any special, indirect or consequential damages arising from any failure of or error in any Bill Pay payment order. You agree that you are responsible for any loss or penalty that you may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

We will process bill payment transfer requests to those creditors as you authorize. We will not process any bill payment transfer if the required transaction information is incomplete. We will process your bill payment requests by a designated cutoff time on the day 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. There is no limit on the number of bill payments per day.

## **TRANSACTIONS AVAILABLE**

- **Add/Edit Merchants:** Merchant refers to the entity to which you pay bills.
- **Edit/Cancel a Payment:** You may cancel or edit a payment instruction under certain circumstances. If you discover an error or want to change a payment instruction (i.e. payment date or payment amount) for any payment you have already scheduled, you may electronically edit or cancel the payment (including recurring bill payments) by editing or deleting the transaction(s) before the date you have designated as the send date. This can only be performed when the payment is pending. Once the transaction is in process, it is not possible to edit or cancel it. If your request is not entered timely, you will be responsible for the payment.

If the payment was processed with a check and the check has not yet cleared through the system, you may place a stop payment on the transaction. If you wish to place a stop payment on an item, contact Sun Community Federal Credit Union at (760) 337-4200. We may require you to present your request in writing within fourteen (14) days after your call.

## **TRANSFER LIMITATIONS**

- For all savings, secondary savings 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 interest 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.
- **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.

## **CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made

by 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.

## **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 post judgment collection actions.

## **➔ *Additional Disclosures Applicable to Funds Transfers***

### **APPLICABLE LAW**

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

### **FUNDS TRANSFER CUT-OFF TIME**

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 will be at 1:00 p.m. (PST) on each weekday that the Credit Union is open excluding Saturday, Sundays and federal holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

### **SERVICE CHARGES/FEEES**

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you 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. Please refer to our Fee Disclosure for current fees.

### **SECURITY PROCEDURES**

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

### **USE OF FEDWIRES**

If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by either Regulation E or Regulation J.

### **IDENTIFICATION OF BENEFICIARY**

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the

number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

## **IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER**

If you 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 bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

## **PROVISIONAL ACH PAYMENTS**

The Credit Union may, at its discretion, give you credit for automated clearinghouse (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. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you 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 your account and you would be liable to repay the Credit Union.

## **NOTICE OF RECEIPT OF ACH FUNDS**

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 you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

## **RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS**

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

## **PAYMENT OF DIVIDENDS (OR INTEREST)**

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) 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.

## **YOUR ABILITY TO WITHDRAW FUNDS**

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

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

## **LONGER DELAYS MAY APPLY**

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

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the following business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

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

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

## **SPECIAL RULES FOR NEW ACCOUNTS**

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

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

## **HOLDS ON OTHER FUNDS (CHECK CASHING)**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

## **DEPOSITS AT AUTOMATED TELLER MACHINES**

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

A list of ATMs where you can make deposits that are not owned or operated by us is available upon request.



# IMPORTANT NOTICE ABOUT YOUR ACCOUNT(S) (CALIFORNIA RESIDENTS)

In accordance with California's Unclaimed Property Law, C.C.P. § 1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a savings, checking, certificate, or other account, sums for the payment of cashier's checks, teller's checks, etc.) may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law.

## GENERAL TERMS AND CONDITIONS OF YOUR CREDIT UNION ACCOUNTS

### DEFINITIONS

**ACCOUNT AGREEMENT** means any savings, checking, certificate, trust, Totten trust or UTMA account.

**TIS AGREEMENT** means Truth In Savings Agreement entitled, "About Your Credit Union Accounts."

### MEMBERSHIP & ACCOUNT APPLICATION

The terms, conditions and information contained in the Membership & Account Application, and all amendments thereto, are by this reference hereby incorporated in their entirety into this TIS Agreement and become an integral part of the General Terms and Conditions of the Credit Union Accounts.

### ACCOUNT OWNERSHIP

The ownership of trust, Totten trust and UTMA accounts shall be governed by the applicable Account Agreement. Unless otherwise specified in the Account Agreement, the parties who sign an Account Agreement agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

- **Individual Accounts:** The account or certificate is owned by the party named on the Account Agreement ("Account Holder"). Upon the death of the party, ownership passes to the named pay-on-death payee(s), designated as the beneficiary(ies) on the Account Agreement.
- **Joint Accounts:** The account or certificate is owned by the parties named on the Account Agreement ("Account Holders"). Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s), designated as the beneficiary named on the Account Agreement.

### SPECIAL RULES FOR JOINT ACCOUNTS

**Withdrawals by and Liability of Joint Owners** - The Account Holders of an account agree with each other and with the Credit Union that all funds and all accumulations thereon are subject to the withdrawal of or receipt by any of the Account Holders, and payment to any of them shall be valid and discharge the Credit Union from any and all liability for such payment. The Account Holders of an account expressly agree that each Account Holder is jointly and severally liable for any and all overdrafts, losses or charges to an account created by any Account Holder(s).

**Deposits** - The Credit Union may cash or deposit all checks payable to any signer when endorsed by any other signer.

**Disputes** - If there is a dispute about ownership or control of an account, the Credit Union may place a hold on the account and not release funds until the Credit Union receives either a court order or an instruction signed by all persons claiming an interest in the account.

### PAYABLE ON DEATH ACCOUNTS

A pay on death account ("P.O.D. Account") is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more pay on death

beneficiaries. The pay on death beneficiaries are the person or persons designated as such on the Account Signature Card; you may modify the pay on death beneficiaries by completing a new Account Signature Card. The pay on death beneficiary has no rights to the funds in the Account during the lifetime of any Account Owner.

On death of the sole Account Owner or of the survivor of two or more Account Owners:

- (i) any funds remaining in the Account belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one or more die before the death of the sole Account Owner or the last surviving Account Owner;
- (ii) if two or more P.O.D. payees survive, any funds remaining on deposit belong to them in equal and undivided savings unless the Account Signature Card expressly provides for different savings; and
- (iii) if two or more P.O.D. payees survive, there is no right of survivorship in the event of death of a P.O.D. payee.

The Credit Union may require certain legal documents before releasing funds in the Account. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the Account according to the terms of this Agreement. The terms of this Account may not be altered by will or other testamentary instrument.

## **NOTICE**

Notice to one Account Holder shall constitute notice to all persons authorized to have access to the account.

## **ABILITY TO PLEDGE FUNDS**

Any or all of the joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only.

## **ENFORCEMENT OF LIENS**

All funds in an account remain subject to any and all liens, including but not limited to statutory liens and/or consensual liens, security interests, rights of set off and charges, notwithstanding the source of the contribution.

## **FINANCIAL ABUSE REPORTING**

Account Holder(s) understand(s) and agree(s) that the Credit Union may report known or suspected illegal or fraudulent activity including, but not limited to, the following:

- Financial abuse involving an elder or dependent adult;
- Where the ownership or collectibility of funds are subject to dispute; or
- Misuse or abuse of account services;

to appropriate law enforcement or government entities, as required or permitted by law. In addition, the Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the credit union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

## **NOTIFICATION OF CHANGES**

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our

option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

### **WAIVER OF CERTAIN RIGHTS**

The Credit Union reserves the right to waive the enforcement of any of the provisions of this TIS Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Credit Union to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this TIS Agreement.

### **CONSUMER REPORTS**

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a savings or checking account or the issuance of an ATM card, debit card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies

### **NEGATIVE CREDIT REPORTING**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

### **REPORTING INACCURATE INFORMATION**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us at Sun Community Federal Credit Union, P.O. Box 4210-4210, El Centro, CA 92244, so we can investigate.

### **POST-DATED CHECKS**

The Credit Union will treat all checks as though the checks were written on the date presented.

### **EXAMINATION OF STATEMENTS**

The Account Holder(s) to whom the periodic statement of account is sent agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof;

### **NON-CASH PAYMENTS**

Non-cash payments deposited into an account may be credited subject to final payment.

### **FEES AND CHARGES**

All accounts shall be subject to service charges in accordance with fee schedules adopted by the Credit Union as amended from time to time.

### **ATTORNEYS' FEES AND OTHER FEES**

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

### **CREDIT UNION'S RIGHT TO OFFSET**

Account Holder(s) agrees that the Credit Union has the right to offset against any account of any Account Holder to cover any amount owing to the Credit Union for any reason. Account Holder(s) understand that this means that the Credit Union has the right to impress and enforce a statutory lien against the Account Holder(s)'s share and dividends in the event of the failure of the Account Holder(s) to satisfy

any financial obligation due and payable to the Credit Union. Account Holder(s) understand that the Credit Union may enforce this right without further notice except Individual Retirement Accounts (IRA), Keogh Plan, Social Security/SSI, and as otherwise prohibited by law.

### **GOVERNING LAW**

This TIS Agreement shall be construed in accordance with the laws of the State of California, including the California Uniform Commercial Code (UCC).

## **➔ *Savings Account Agreement***

### **TRANSFERS TO THIRD PARTIES**

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

### **WITHDRAWALS, PRIOR NOTICE REQUIREMENT**

The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of savings not to exceed the notice requirement as set forth in the Credit Union's bylaws.

## **➔ *Checking Account Agreement***

### **WITHDRAWALS, APPROVED METHODS**

Only checks and other methods approved by the Credit Union may be used to withdraw funds from a checking account.

### **ELECTRONIC CHECK CONVERSION**

Upon prior notification from the merchant to the Account Holder, a purchase made with a share draft or check can be converted to a one-time electronic fund transfer (EFT) if authorized by the Account Holder. The Account Holder may also authorize merchants to electronically debit the account for returned check fees. It is agreed that the Account Holder authorizes the electronic funds transfers if the transaction is completed after being told (verbally or by a notice posted) that the transfer may be processed electronically or if the Account Holder signs a written authorization.

### **DEMAND DRAFTS**

The Credit Union may pay and charge to the applicable checking account, checks drawn by and payable to any person, organization, association or corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such checks shall be the same as if it were a check drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such checks. It is further agreed that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

### **CLOSURE OF ACCOUNT**

The Credit Union may close a checking account at any time. Closure of a checking account will not affect the obligation to pay any outstanding balances or charges owed.

## **OVERDRAFTS**

The Credit Union is under no obligation to pay a check which exceeds the balance in an account; the Credit Union may, however, pay such a check and recover or obtain a refund of the amount of the resulting overdraft plus a service charge from any of the Account Holders of this account, each of whom expressly agrees that each Account Holder is jointly and severally liable for any and all overdrafts of this account and any and all associated costs created by any Account Holder.

## **STALE-DATED CHECKS**

The Credit Union is under no obligation but may pay a check which is presented more than six (6) months after it is dated. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the fee schedules adopted by the Credit Union and as amended from time to time.

## **STOP PAYMENTS**

Any Account Holder(s) of this account may stop payment of any item drawn against the account. The Stop Payment Order must describe the item with reasonable certainty and must be received in such time and manner as to afford the Credit Union a reasonable opportunity to act upon it. A Stop Payment Order is effective for six (6) months, but it lapses after 14 calendar days if the original order was verbal and was not confirmed in writing within that 14 day period. The Stop Payment Order may be renewed in writing for an additional six (6) month period.

## **TRUNCATION OF DRAFTS**

The Account Holder(s) acknowledges that checks are truncated and hereby waives any and all rights to receive the items without prejudice to any of the Credit Union's defenses available under the California Uniform Commercial Code (UCC).

## **LIABILITY OF CREDIT UNION**

Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

## **FOR CHECKING ACCOUNTS WITH SAVINGS OVERDRAFT PROTECTION**

If any Account Holder(s) writes a check that would result in this Checking Account being overdrawn, the Credit Union is authorized to charge the designated savings account(s), regardless of which party signed the item, in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor the check and any associated fees and to credit such charge to this Checking Account. No check overdraft may be paid by charging a savings account if, as a result of such charge, that savings account would be subject in anyone month to more than six preauthorized, automatic or telephonic transfers.

## **FOR CHECKING ACCOUNTS WITH LOAN OVERDRAFT PROTECTION**

If any Account Holder(s) writes a check which would result in this Checking Account being overdrawn, and if at that time any Account Holder(s) is eligible to receive loan advances from this Credit Union on a loan designated on the Overdraft Agreement, the Credit Union is authorized to make an advance from the designated loan account, and to credit the advance to this Checking Account in such multiples as determined by the Credit Union sufficient to permit the Credit Union to honor such check and any associated fees.

## **➡ *Certificate Account Agreement***

### **PLEDGING OF FUNDS**

Certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Savings invested for an Individual Retirement Account (IRA) or

Keogh Plan may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.

## ➔ ***Substitute Checks and Your Rights***

### ***What Is a Substitute Check?***

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### ***What Are My Rights Regarding Substitute Checks?***

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### ***How Do I Make a Claim for a Refund?***

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (760) 337-4200 or P.O. Box 4210, El Centro, CA 92244-4210. You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

## ➔ *Courtesy Pay Program*

The Credit Union recognizes that sometimes you may overdraw your checking account. In such cases the Credit Union may decide to honor checks and other electronic means for which there are insufficient funds. This is the Credit Union's Courtesy Pay Service. The Credit Union provides the Courtesy Pay Service as an accommodation to you and is not obligated to do so, even when it has done so in the past. By default, at account opening, the standard Courtesy Pay service that comes with your account will strive to authorize and pay items such as checks and payments that use the account and routing number. However, it will not cover ATM withdrawals and every day debit card transactions unless you give affirmative consent (opt-in) for us to do so.

By participating in the program, the Credit Union may honor overdrafts, including checks, automated debits (ACH), point-of-sale (POS) transactions, MasterCard Debit Card transactions, and ATM withdrawals up to your assigned Courtesy Pay limit.

Unless the Credit Union currently has your affirmative consent (opt-in), we will not be able to approve your overdrafts for ATM withdrawal and MasterCard Debit Card transactions. You must tell us you want overdraft coverage for these transactions. To request overdraft coverage for your ATM withdrawal and MasterCard Debit Card purchases, contact us at (760) 337-4200 to give us verbal consent. At account opening or in the future, you may also give us consent by completing and signing the Overdraft Consent Form, which is provided with this disclosure, and return it to any Credit Union branch or mail it to us at the address stated below. In any case, the Credit Union will provide you with written confirmation of your opt-in choice.

When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Courtesy Pay fee. The maximum dollar amount of overdrafts plus the Courtesy Pay fee the Credit Union will cover for each member varies based on the assigned system generated Courtesy Pay limit.

When the Credit Union honors overdraft items, you must deposit funds immediately, however in no case more than forty-five (45) days from the date the account went negative. If you fail to cover the total overdraft amount within forty-five (45) days, the Credit Union may close your account and pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from other accounts you have with us to cover the overdraft.

The Courtesy Pay Service fee is a flat fee charged regardless of the transaction amount or the amount the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union. The charge for Courtesy Pay Service is stated on the Fee Schedule.

The Courtesy Pay Service Fee is assessed on your available balance, not your balance. Your available balance takes into consideration such items as, but not limited to, pending transactions, preauthorization holds, and holds placed on a deposit.

- For example, your account balance is \$500 and gas was pumped which caused a preauthorization hold of \$100. The amount of gas that was pumped was \$50. The available balance is now \$400 due to the preauthorization hold of \$100. In this scenario, if an item for greater than \$400 was presented and we honored it, a fee would be assessed.



**EQUAL HOUSING  
LENDER**

We Do Business in Accordance With the  
Federal Fair Housing Law and the  
Equal Credit Opportunity Act

Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

**NCUA**

National Credit Union Administration, a U.S. Government Agency