

SUN COMMUNITY
FEDERAL CREDIT UNION

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All About Your Credit Union Accounts

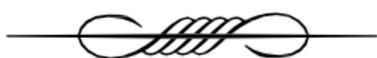
Savings Accounts
Christmas Club Accounts
Hello Summer Accounts
Money Market Accounts
IRA Accounts
Checking Accounts
Certificate Accounts
Electronic Fund Transfers
Funds Availability
Unclaimed Property Law
Account Agreements

TABLE OF CONTENTS

| | |
|---|-----------|
| Information Regarding Member Identification | 1 |
| General Disclosure About All Our Accounts and Services | 1 |
| About Our Savings Accounts..... | 2 |
| About Our Secure Savings Accounts | 3 |
| About Our Special Savings Accounts..... | 3 |
| About Our Christmas Club Accounts..... | 3 |
| About Our Hello Summer Accounts | 4 |
| About Our M3 Money Club Accounts | 4 |
| About Our Elements Accounts | 4 |
| About Our IRA Accounts | 4 |
| About Our Super Money Market Accounts..... | 5 |
| About Our Opportunity Money Market Accounts..... | 5 |
| About Our Checking Accounts | 6 |
| About Our Secure Checking Accounts..... | 6 |
| About Our Secure Select Checking Accounts..... | 6 |
| About Our Secure Teen Checking Accounts..... | 6 |
| About Our Secure Senior Checking Accounts | 7 |
| About Our Smart Checking Accounts | 7 |
| About Our Choice Checking Accounts | 7 |
| About Our Benefit Checking Accounts | 7 |
| About Our Certificate Accounts..... | 8 |
| About Our Certificate Accounts | 9 |
| About Our Jumbo Certificate Accounts | 9 |
| About Our IRA Certificate Accounts | 9 |
| Electronic Fund Transfer Agreement | 10 |
| Additional Disclosures Applicable to ACH Services..... | 14 |
| Additional Disclosures Applicable to ATM and POS Services | 14 |
| Additional Disclosures Applicable to MasterCard Debit Card Services | 16 |
| Additional Disclosures Applicable to ART (Audio Response Teller) | 18 |
| Additional Disclosures Applicable to Online Banking and Bill Payment Services..... | 18 |
| Additional Disclosures Applicable to Funds Transfers..... | 35 |
| Your Ability to Withdraw Funds | 37 |
| Important Notice About Your Account(s) (California Residents) | 38 |
| General Terms and Conditions of Your Credit Union Accounts..... | 38 |
| Savings Account Agreement | 41 |
| Checking Account Agreement | 41 |
| Certificate Account Agreement..... | 43 |
| Substitute Checks and Your Rights..... | 43 |
| Courtesy Pay Program | 44 |

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 IRA's). Our savings accounts are the Secure Savings, Special Savings, Christmas Club, Hello Summer, M3 Money Club, Elements Account, Super Money Market Accounts, Opportunity 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 \$2000 within a calendar month. 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 Hello Summer Accounts*

RATE INFORMATION

Our Hello Summer 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 \$2000 within a calendar month. 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 M3 Money Club Accounts*

Our M3 Money Club Account is designed for children up to the age of 12 years.

RATE INFORMATION

Our M3 Money 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 M3 Money Club Account. You must maintain a minimum daily balance of \$5 in your M3 Money Club Account to obtain the Annual Percentage Yield stated on the Rate Schedule.

↪ *About Our Elements Accounts*

Our Elements Account is designed for children between the ages of 13 to 17 years of age.

RATE INFORMATION

Our Elements 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 an Elements Account is \$5. You must maintain a minimum daily balance of \$5 in your Elements 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 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 Super Money Market*

Accounts

RATE INFORMATION

Our Super 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 Super Money Market Account is \$500. There is no minimum daily balance required in order to earn the Annual Percentage Yield stated on the Rate Schedule.

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. 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.

FEES AND CHARGES

The maximum amount of drafts allowed to clear in a calendar month is 3 for the Super Money Market Account. Any drafts that try to clear over the 3 in a calendar month may be honored with an excessive transaction fee, stated on the Fee Schedule.

➤ *About Our Opportunity Money Market*

Accounts

RATE INFORMATION

Our Opportunity Money Market Accounts are designated as tiered variable rate accounts on the Rate Schedule. We offer a boost in your dividend rate if you have an open checking account with 10 or more ATM, POS, or Debit Card transactions. Please refer to the Rate Schedule for the rates available. 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 an Opportunity Money Market Account is \$500. There is no minimum daily balance required in order to earn the Annual Percentage Yield stated on the Rate Schedule. You must maintain a daily balance of \$2500 to avoid the monthly service fee as stated on the Fee Schedule.

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. 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.

FEES AND CHARGES

The maximum amount of drafts allowed to clear in a calendar month is 3 for the Opportunity Money Market Account. Any drafts that try to clear over the 3 in a calendar month may be honored with an excessive transaction fee, stated on the Fee Schedule.

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, Secure Senior Checking Accounts, Smart Checking Accounts, Choice Checking Accounts and Benefit 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 as a non-dividend account on the Rate Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum deposit required for you to open a Secure Checking Account. 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 an Elements 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 as a non-dividend account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum deposit required for you to open a Secure Teen Checking Account. 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 as a non-dividend account.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

There is no minimum deposit required for you to open a Secure Senior Checking Account.

➤ *About Our Smart Checking Accounts*

Our Smart Checking Account is designed for individuals between the ages of 18 to 24.

RATE INFORMATION

Our Smart Checking Account is designated as a non-dividend account on the Rate Schedule.

MINIMUM BALANCE AND DEPOSIT REQUIREMENTS

The minimum deposit required for you to open a Smart Checking Account is \$25. There is no minimum daily balance required in order to maintain the Smart Checking Account.

➤ *About Our Choice Checking Accounts*

RATE INFORMATION

Our Choice 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 Choice 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

The minimum deposit required for you to open a Choice Checking Account is \$50. You must maintain a minimum daily balance of \$500 in order to earn the Annual Percentage Yield stated on the Rate Schedule. You must receive at least \$500 aggregate a month in direct deposit funds in order to avoid the monthly service fee as stated on the Fee Schedule.

➤ *About Our Benefit Checking Accounts*

Our Benefit Checking Account is designed for Employees of Employer Sponsor Accounts who meet eligible requirements to open a Business Membership with the Credit Union.

RATE INFORMATION

Our Benefit Checking Account is designated as a tiered variable rate account on the Rate Schedule. The rates and yields may change at any time, at the Credit Union's discretion.

BALANCE INFORMATION

We compute the balance in our Benefit 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 Benefit Checking Account. There is no minimum daily balance required in order to earn the Annual Percentage Yield stated on the Rate Schedule. You must be receiving direct deposit from the Employer Sponsor Account in order to waive the monthly service fee as stated on the Fee 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.
4. Such withdrawal is made on a certificate with a term greater than 24 months, and it is a one-time withdrawal of no more than 50% of the balance.

RATE INFORMATION

The certificate accounts are designated fixed rate accounts on the Rate Schedule. You will be paid these rates and yields until maturity. A one-time rate bump is allowed if the rate increases during the term of the certificate.

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 deposit one-time during the first 12 months of the term of your certificate account if you meet the minimum \$500 requirement. This deposit cannot exceed the initial deposit made to open the certificate account. Once this option is utilized you may not make deposits into or withdrawal from this account until after 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 or draft. 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 or draft. 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 or write to us. You should also call the number or write to us 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

Call or write to us 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 or write to us 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 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 anytime.

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 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 or write to us, 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 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 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.

Online Banking Service Agreement

In exchange for being granted access to Online Banking through the World Wide Web, I (we) agree to legally be bound by the following terms and conditions: **LIABILITY FOR UNAUTHORIZED TRANSACTION:** I agree to contact you at once if I believe my Online Banking login credentials have been compromised or money is missing from my account(s). I also agree that if my monthly statement shows transactions which I did not make, and I do not contact you within sixty (60) days after the statement was mailed, I may not get any money lost after that time. I AGREE IF I GIVE MY Online Banking login credentials TO SOMEONE ELSE TO USE, I AM RESPONSIBLE FOR ANY USE BY THEM. **DEPOSITS:** I agree that when I deposit a check, share draft or other non-cash item, you have the right to collect those funds before you make the money available to me. If I deliver cash, checks or other items to an ATM operated by another financial institution for transmission to you for deposit in my account, I agree that my account does not have to be credited with that deposit until such time as the deposit is actually received and the funds are collected. **DISCLOSURES:** I hereby acknowledge receipt of the disclosure statement informing me of my rights under the Electronic Fund Transfer Act and a copy of this Agreement. I agree that I will not use my Online Banking access for any transaction that is illegal under applicable federal, state or local law. Such use would constitute default and/or breach of contract and may result in termination of service.

The Credit Union has the right to amend, change or cancel the services or access offered. The Credit Union will notify you at least twenty-one (21) days before a change will take effect, if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. The Credit Union does not have to notify you in advance, however notification will be provided if the change is necessary for security reasons.

DISCLOSURE STATEMENT

Types of Services Available

The following information describes the types of services and electronic funds transfers which are available to members through Online Banking and your rights and responsibilities concerning those transactions, including your rights under the Electronic Funds Transfer Act. You may want to print or save this document for future reference. Please read this document carefully. Some of the information may not pertain to you. With your Online Banking login credentials and access to the World Wide Web, you may access the following features at any time 24 hours per day: account balance inquiries, account and loan transaction history inquiries, view check images, view statements, submit a stop payment on a check, send a secure message to the Credit Union and search for Branch/ATM Locations.

Types of Electronic Fund Transfers Available

Electronic Funds Transfer: An Electronic Funds Transfer (EFT) is any transaction involving funds initiated through an electronic terminal, telephone line, computer or magnetic tape authorizing the Credit Union to debit or credit your account.

With your Online Banking login credentials and access to the World Wide Web, you may make the following transactions at any time 24 hours per day: transfer funds between your accounts, transfer funds to another Credit Union member, make a payment to your Credit Union loans or credit card account, make bill payments, deposit checks with a mobile device, pay a person directly to their non-credit union account or debit card, and transfer funds from accounts at other credit unions or banks.

Qualifying Accounts

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

Communications Link and Your Equipment

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service. We recommend that you install industry standard anti-virus and/or anti-malware software on your equipment and take precautions to secure your personal network. We do not recommend accessing your online banking service on public Wi-Fi or untrusted networks.

Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Limits on Online Funds Transfers

Limitations on the frequency and dollar amounts of transactions made to and from your account(s) are: Withdrawals, payments and transfers from an account are limited to the available funds in the account. Regulation D requires that no more than six (6) preauthorized automatic, audio response, telephone, or internet transfers may be

made from your money market deposit accounts or savings deposit accounts during any one month. A total of only three of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. Online Banking does not permit withdrawals or transfers to or from Individual Retirement Accounts, Certificate Accounts, or Escrow accounts. Mortgage loan payments must be equal to or greater than the scheduled payment amount.

Consumer Liability

For Unauthorized Transfers: CONTACT US AT ONCE if you believe your Online Banking login credentials have been compromised. Telephoning is the best way to control your loss. Notice of unauthorized use must be confirmed in writing. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your access device without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device 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 kept you from telling us, we may extend the time periods.

IN THE EVENT OF A LOSS OR AN UNAUTHORIZED TRANSFER, ERRORS OR QUESTIONS ABOUT YOUR EFTs

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You may call or write:

Sun Community Federal Credit Union

Telephone: Local: (760) 337-4200, International Toll Free: 800-404-3323

Mailing Address: P.O. Box 4210 El Centro, CA 92244-4210

You must provide us with the following: a) Your name and account number; b) Description of the error you are unsure about and why you believe it is an error or why you need more information; c) The dollar amount of the suspected error. If you tell us verbally, we will require that you send us your complaint in writing within ten (10) business days or we may not credit your account. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete the investigation. If the alleged error pertains to a point of sale or a transaction initiated outside of the United States or Puerto Rico, the forty-five (45) calendar days become 90 calendar days. If the alleged error occurs within the first 30 days of the opening and depositing to a new account the 10 business days become 20 and the 45 calendar days become 90. If we decide there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in the investigation.

Online Funds Transfers Processing Times

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers. Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any

business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Internal Transfer Cut-off Time – 11:00 P.M. Pacific

External Transfer Cut-off Time – 3:00 P.M. Pacific

Business Days

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

Charges

Online Banking: There are no monthly charges to maintain your Online Banking Access.

Bill Payment: There are no monthly charges to maintain your Bill Payment.

Preauthorized Payments: The Credit Union will charge your account if it must dishonor a preauthorized transfer from your account due to insufficient funds or if a stop payment order is received.

Disclosure of Account Information to Third Parties

Information about your account is confidential. We will not disclose such information to third parties except where necessary to complete a transfer, to report or confirm the condition of your account for a credit bureau, or in order to comply with a government agency, or court order or if you give us your written permission.

Deposit and Payment Information

Deposits and payments made at the terminal are posted to your account(s) according to the rules and regulations of those account(s).

Receipts and Statements

1. You will receive a confirmation screen with a reference number at the time you complete a transfer. You may save or print this confirmation for your records. 2. You will receive a statement monthly unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from a consumer 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 exceptions. We will NOT be liable, for instance: 1. there are insufficient funds in your account to complete the transaction through no fault of ours; 2. the funds in your account are uncollected; 3. the funds in your account are subject to legal process; 4. the transaction you request would exceed the funds in your account plus any available over draft credit; 5. we have reason to believe that the transaction requested is unauthorized; 6. the failure is due to an equipment breakdown which you knew about when you started the transaction at the terminal; 7. the transaction would exceed security limitations; 8. If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken. 9. If any transfer would go over the credit limit of any account. 10. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction. 11. If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from

an actual error despite our procedures to avoid such errors. *The fee disclosure can be viewed at our website: www.suncommunityfcu.org

Limitation of Services

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.

Additional Terms and Conditions

To use our Online Banking service, you must use the login credentials established by you, following the Credit Union's login credential policies. Keep them confidential to prevent unauthorized use or loss to your accounts. Each joint owner appearing on your Share Savings Account, regardless of whether his or her name appears on your Share Draft account, Certificates, IRA account, and Loan Accounts will have access to information associated with those accounts. This includes joint owners presently on your Share Savings Account and joint owners added in the future. None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your password. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled Notify us IMMEDIATELY for Unauthorized Transactions.

Protecting Your Personal Information

In addition to protecting your login credentials (username, password and secure access codes), you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

Use of TouchID on an Apple Device

Please note, if you opt to use the TouchID feature of the mobile application on an Apple device, it is not recommended to register multiple user fingerprints on the device. Doing so could allow another user to access your online banking service from your Apple device.

Overdrawing your account

You agree that you will not use Online Banking to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Credit Union immediately upon request and the current fee for overdrafts. This paragraph does not apply to any action in connection with any line of credit account. In such cases, the line of credit agreement will govern these costs. The Credit Union shall have as security for the payment of all indebtedness now and in the future owing any of the account owners to the Credit Union (whether direct or indirect), a security interest in all amounts credited to the savings account, on all checks, drafts and other items delivered for collection by, for, or through any of the account owners. The Credit Union, without prior notice or demand, may charge such indebtedness against the savings account whenever the Credit Union believes that prospect of payment is impaired.

Changing Terms and Terminating This Agreement

This agreement will stay in effect until it is changed or terminated. We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online banking service for customers that have not used the service within the first 30 days after activation or if the service has been inactive for 180 days. We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Notices and Communications

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

Recording

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

Attorney Fees

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law. Law That Applies: Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America the internal law of the State of California. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

Other Services

We may provide you other services through our on-line banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

Bill Payment Service Agreement and Disclosure

This Agreement and Disclosure governs use of Sun Community FCU's Bill Payment service. By utilizing the service, you agree to the terms and conditions of the Disclosure and Agreement. Read this document carefully. You can print a copy by accessing our website at: www.suncommunityfcu.org. In exchange for being granted access to Bill Payment services through the World Wide Web, you agree to legally be bound by the following terms and conditions:

Terms Used

"We", "our", "us" and "the Credit Union" refer to Sun Community Federal Credit Union;

"You" and "Your" refer to the Credit Union member, joint owner, or anyone authorized by the member to use the account;

"Payee" refers to the merchants or other parties you are paying with Bill Payment service;

"Device" refers to any device with internet access used to access online banking and bill pay service;

Eligibility

You must be a member in good standing, at least 18 years of age, and enrolled in our Online Banking Service. The Credit Union reserves the right to refuse or terminate any member's Bill Payment Service. Associations and Corporations are not eligible to use our Bill Payment Service.

Business Days

Our business days are Monday through Friday. Holidays are not included.

Charges and Fees

Bill Payment service at Sun Community FCU is free. Related savings or share draft fees may apply. Refer to our Fee Disclosure. The Fee Disclosure can be viewed on our website at: www.suncommunityfcu.org.

Cancellation

You can cancel your Bill Payment service at any time. Payments that are pending will not be processed if you cancel your service. If you do not access the Credit Union's Bill Payment service for a period of three consecutive months, your access privileges will be cancelled.

Bill Payment Process

In order to provide sufficient time for payments to be received by your payees and funds debited from your account, please review the Payment Date vs. Process Date prior to submitting your payment.

Payment date: This is the date that you want the payee to receive the payment.

Process date: This is the date that our bill payment service collects funds from your account by electronic debit or issues a check on your behalf prior to sending the payment to your payee. For payees designated as electronic, funds may be debited from your account 24-48 hours prior to the payment date. For payees designated as check, funds will be debited from your account when the payee presents the check for payment. The process date for check payments is the date the check is issued. Please ensure funds are available in your account on the processing date or your payment will not be processed.

For payments that are sent through the U.S. mail as a check, you should take into consideration Federal Holidays when selecting the payment date. The Credit Union will not be responsible for any fee, late fee, or finance charge you may incur as a consequence of late payment, if we processed the transaction as instructed.

Single Payments – A single payment will be processed on the business day that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is 1:00 PM Pacific. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. A payment processing date that falls on Saturday, Sunday or Federal Holiday will be processed on the next business day.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the bill payment system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date, it is adjusted based upon the following rules:

If the recurring payment’s “Pay Before” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

If the recurring payment’s “Pay After” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th or 31st as the day of the month for processing and that day does not exist in the month of the calculated processing date, the last calendar day of the month is used as the calculated processing date.

Payment Method

For payees designated as Electronic, payments will be sent via automated clearing house (ACH). For payees designated as Check, a share draft (check) drawn against your account will be issued to the payee(s) you designate. You can cancel a scheduled payment prior to it being processed, without charge. Once a payment is processed it cannot be cancelled. If the draft or electronic debit has not yet cleared your account, you may be able to place a stop payment on the draft. See our Fee Disclosure for related fees. The Fee Disclosure can be viewed on our website at: www.suncommunityfcu.org.

Applicable Law

Except to the extent that Federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by California State law. If any provision is found unenforceable, the rest of the Agreement will remain in effect.

Limitations

Withdrawals and transfers from an account are limited to the available funds in the account. You may not make the payments to Payees outside the United States or its possessions/territories. Minimum payment is \$1.00 and the maximum payment is \$9,999.99. Regulation D requires that no more than six (6) pre-authorized automatic, audio response, telephone, or internet transfers may be made from a savings account during any one month. No more than three of these may be made by check, check card, computer, or similar order to a third party.

You agree that you will not use your Bill Payment access for any transaction that is illegal under applicable federal, state or local law. Such use would constitute default and/or breach of contract and may result in termination of service.

Unauthorized Transfers, Errors or Questions about Electronic Funds Transfers

You agree to CONTACT US AT ONCE if you believe your online banking login credentials have been lost, stolen or money is missing from your account(s). Telephoning is the best way to control your loss. Notice of unauthorized use must be confirmed in writing. You could

lose all the money in your account. You also agree that if your monthly statement shows transactions which you did not make, and you do not contact the Credit Union within sixty (60) days after the statement was mailed, you may not get any money lost after that time. YOU AGREE IF YOU GIVE YOUR online banking login credentials TO SOMEONE ELSE TO USE, YOU ARE RESPONSIBLE FOR ANY USE BY THEM. TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN THE EVENT OF A LOSS OR AN UNAUTHORIZED TRANSFER, ERRORS OR QUESTIONS ABOUT YOUR BILL PAYMENT SERVICE:

**Local (760) 337-4200 or Toll free (800) 404-3323
1068 Broadway, El Centro, CA 92243**

For a list of all Branch addresses, please visit the locations page on our website at: www.suncommunityfcu.org.

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following: a) Your name and account number; b) Description of the error you are unsure about, and why you believe it is an error or why you need more information; c) The dollar amount of the suspected error. If you tell us verbally, we will require that you send us your complaint in writing within ten (10) business days or we may not credit your account. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete the investigation. If the alleged error pertains to a point of sale or a transaction initiated outside of the United States or Puerto Rico, the forty-five (45) calendar days become ninety (90) calendar days. If the alleged error occurs within the first thirty (30) days of the opening and depositing to a new account, the ten (10) business days become twenty (20) and the forty-five (45) calendar days become ninety (90). If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in the investigation.

Disclosure of Account Information to Third Parties

Information about your account is confidential. Without your written permission, we will not disclose such information to third parties except where necessary to complete a transfer, to report or confirm the condition of your account for a credit bureau, or in order to comply with a government agency, or court order.

Our Liability for Failure to Complete an Electronic Fund Transfer Transaction

If we fail to complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for damages caused by our failure unless:

1. There are insufficient funds in your account to complete the transaction through no fault of ours
2. The funds in your account are uncollected
3. The funds in your account are subject to legal process
4. The transaction you requested would exceed the funds in your account, plus any available overdraft credit
5. We have reason to believe the transaction requested is unauthorized
6. The failure is due to an equipment breakdown known by you when you started the transaction from the device
7. The transaction would exceed security limitations
8. Circumstances beyond our control that occur despite reasonable precautions
9. If you have not properly followed the Credit Union's Bill Payment

- instructions or have provided us with wrong or inaccurate instructions
10. If you fail to notify us of any inaccuracy of Payee that has been set up on your account
 11. If you receive notice from a Payee that any payment you have made through our Bill Payment service remains unpaid, and you fail to notify us promptly of that fact
 12. If the Payee was a merchant or institution you are not permitted to designate
 13. If you do not set up the payment soon enough for your payment to be received and credited by the payee due date
 14. If the payee does not credit your payment promptly or properly after receipt. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from an actual error despite our procedures to avoid such errors.

Additional Terms and Conditions

You agree that you, your joint owner, or authorized user will not use Bill Payment to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Credit Union immediately upon request and the current fee for overdrafts. This paragraph does not apply to any action in connection with any line of credit account. In such cases, the line of credit agreement will govern these costs. The Credit Union shall have as security for the payment of all indebtedness now and in the future owing any of the account owners to the Credit Union (whether direct or indirect), a security interest in all amounts credited to the savings account, on all checks, drafts and other items delivered for collection by, for, or through any of the account owners. The Credit Union, without prior notice or demand, may charge such indebtedness against the savings account whenever the Credit Union believes that prospect of payment is impaired.

The credit union has the right to amend, change or cancel the services or access offered. We will notify you as legally required before a change will take effect, if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. We do not have to notify you in advance, however, if the change is necessary for security reasons.

You agree that when you deposit a check, share draft or other non-cash item, the Credit Union has the right to collect those funds before the Credit Union makes the money available to you. If you deliver cash, checks or other items to an ATM operated by another financial institution for transmission to the Credit Union for deposit in your account, you agree that your account does not have to be credited with that deposit until such time as the deposit is actually received and the funds are collected.

Authorization

You hereby authorize Sun Community FCU to process and post Electronic Bill Payment transactions generated by you, the joint owner or anyone you authorize in accordance with the terms and conditions stated within. You will be responsible for all transactions resulting from the use of the Electronic Bill Payment service unless you follow the cancellation process. See Cancellation.

You hereby acknowledge receipt of the disclosure statement informing you of your rights and a copy of this Agreement.

Mobile Remote Deposits Terms and Conditions

REMOTE DEPOSIT CAPTURE USER AGREEMENT ("AGREEMENT"):

This Agreement contains the terms and conditions for the use of Sun Community Mobile Deposit and/or other remote deposit capture product that Sun Community Federal Credit Union or its affiliates ("SCFCU", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with SCFCU, including the Depository Agreement and Disclosures governing your SCFCU account, are incorporated by reference and made a part of this Agreement.

1. Product. The remote deposit capture product ("Product") is designed to allow you to make deposits to your checking, savings, or money market accounts from your mobile phone by taking a picture of the front and back of the check and delivering the images and associated deposit information to SCFCU or SCFCU's designated processor. There is currently no charge for the Product, however SCFCU reserves the right to charge for this Product with proper notice.

2. Acceptance of these Terms. Your use of the Product constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised Agreement. Your continued use of the Product will indicate your acceptance of the revised Agreement. Furthermore, SCFCU reserves the right, at its sole discretion, to change, modify, add, or remove portions from the Product. Your continued use of the Product will indicate your acceptance of any such changes to the Product.

3. Limitations of Service. When using the Product, you may experience technical or other difficulties.

We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Product may have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Product, in whole or in part, or your use of the Product, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible Items. You agree to deposit only checks as defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to SCFCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code, as adopted in California. You agree that you will not use the Product to scan and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- d. Checks or items previously converted to a substitute check, as defined in Reg CC.

- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than six months prior to the date of deposit.
- i. Checks or items prohibited by SCFCU's current procedures relating to the Product or which are otherwise not acceptable under the terms of your SCFCU account.

5. Image Quality. The image of an item transmitted to SCFCU using the Product must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

6. Endorsements and Procedures. You agree to endorse any item transmitted through the Product as "For mobile deposit only, SCFCU, Acct # (____), and signature or as otherwise instructed by SCFCU. You agree to follow any and all other procedures and instructions for use of Product as SCFCU may establish from time to time.

7. Receipt of Items. We reserve the right to reject any item transmitted through the Product, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from SCFCU that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete.

8. Availability of Funds. You agree that items transmitted using the Product are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Product will be available after SCFCU receives payment for the funds submitted. SCFCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and other such factors as SCFCU, in its sole discretion, deems relevant.

9. Disposal of Transmitted Items. Upon your receipt of a confirmation from SCFCU that we have received the image of an item, you agree to prominently mark the item as "VOID" and to properly dispose of the item to ensure it is not represented for payment. You also agree to never represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to SCFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for SCFCU's audit purposes.

10. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Product and to modify such limits from time to time. You will be notified via email if such limits are imposed.

11. Hardware and Software. In order to use the Product, you must obtain and maintain, at your expense, compatible hardware and software as specified by SCFCU from time to time. Visit www.suncommunityfcu.org for current hardware and software specifications. SCFCU is not responsible for any third party software you may need to use the Product. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider

at the time of download and installation.

12.Errors. You agree to notify SCFCU of any suspected errors regarding items deposited through the Product right away, and in no event later than 60 days after the applicable SCFCU account statement is sent. Unless you notify SCFCU within 60 days, such statement regarding all deposits made through the Product shall be deemed correct, and you are prohibited from bringing a claim against SCFCU for such alleged error.

13.Presentation. The manner in which the items are cleared, presented for payment, and collected shall be in SCFCU's sole discretion, subject to the Depository Agreement governing your account.

14.Ownership & License. You agree that SCFCU retains all ownership and proprietary rights in the Product, associated content, technology, and website(s). Your use of the Product is subject to and contingent upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Product. Without limiting the restriction of the foregoing, you may not use the Product (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to SCFCU's business interest, or (iii) to SCFCU's actual or potential economic disadvantage in any aspect. You may use the Product only for non-business, personal use, in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Product.

15.DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE PRODUCT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE PRODUCT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY THAT THE PRODUCT (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE PRODUCT OR TECHNOLOGY WILL BE CORRECTED.

16.LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE PRODUCT INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS PRODUCT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF SCFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

17.User Warranties and Indemnification. You warrant to SCFCU that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.

- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to SCFCU is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless SCFCU from any loss for breach of this warranty provision.

18. Other Terms. You may not assign this Agreement. This Agreement is entered into in California, and shall be governed by the laws of the State of California and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Instant Pay Express (Person-to-Person Payment) Service Disclosure

E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT

You are signing up to use the Sun Community Federal Credit Union (“Credit Union”) P2P service, Instant Pay Express, powered by Acculynk that allows you to send funds to another person. This E-Signature and Electronic Disclosures Agreement (“E-Sign Agreement”) applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by your Credit Union for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

Agreement to Conduct Transactions by Electronic Means

You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to the Credit Union you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this Service as described below.

Agreement to Use Electronic Signatures

By checking the “I accept the terms of service” check box you are electronically signing this E-Sign Agreement and the Terms of Use related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Terms of Use documents just as if you had physically signed the same documents with a pen.

Agreement to Receive Disclosures Electronically

You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic

interface, mobile phone interface or email.

Availability of Printed Copies

We recommend that you print and retain copies of any of the E-Sign Agreement and Terms of Use, disclosures, or other related documents from your computer, mobile phone or other access device associated with all transactions utilizing the Service. There is no charge for you to download and print these documents.

Contact Information

To use this Service you must provide your current email address so that we can send you important information related to your use of this Service. You may review and update the personal information maintained about you in the "Account Settings" section of the Site at any time to ensure that it is accurate.

Hardware, Software and Operating System

The requirements for accessing our online systems to use this Service and access disclosures are as follows: You must use a computer or smart phone to use this Service. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari. You may also use a mobile phone application developed for this Service if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. Credit Union is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Credit Union is also not responsible for viruses or related problems associated with use of these online systems.

Instant Pay Express Terms of Use ("Terms of Use")

These Terms of Use set forth the terms and conditions under which the Service is offered. The Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights, you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Credit Union or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

1. DEFINITIONS

"Account" or "Accounts" refers to any accounts that may be debited or credited with funds under these Terms of Use.

"Recipient" means the cardholder to whom the Sender transfers funds.

"Sender" is the Credit Union Cardholder that transfers funds to another person through the Service.

"Service" means the P2P service powered by Acculynk that allows a Sender to send funds to Recipient.

"Service Provider" is Acculynk a company that arranges for person-to-person payments to customers of any U.S. financial institution.

“Site” is the Service Provider’s electronic location accessed by a user through a mobile phone, computer or other access device. “Transfer” means an electronic movement of funds from an account at Credit Union to an account of another party by means of the Service. “Transfer Instructions” are the information that you provide when using the Service.

“Us,” “We,” and “Our” means Credit Union.

“You” and “Your” mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

2. DESCRIPTION OF SERVICE AND CONSENT

Credit Union debit cardholders may send one-time Transfers to Credit Union members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient’s email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone. You may register for the Service which will make future Transfers more convenient for you. To use this Service you are providing information to our Service Provider from your mobile phone, desktop, laptop, or other computer. Service Provider is a vendor of Credit Union.

By participating in the Service, you are representing to the Credit Union that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address

you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the Transfers and represent to the Credit Union that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

3. ELIGIBILITY

Individuals aged 18 years and older with a debit card issued by Credit Union are eligible to use this Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. The Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Credit Union does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to the Credit Union, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

4. TRANSFERS

You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient’s email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender’s Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient’s financial institutions for deposit to the Recipient’s account. If the Sender and Recipient are both Credit Union members enrolled in the Service, Transfers will be immediately debited from the Sender’s Account and reflected in the Recipient’s Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions,

Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. Credit Union is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Credit Union or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Credit Union, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize the Credit Union to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA

5. SENDER ACKNOWLEDGMENT

By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

6. RECIPIENT ACKNOWLEDGMENT

By using this Service you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that Credit Union, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this Service you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, Credit Union reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

↪ *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