

**Account Agreement and
Truth-In-Savings
Disclosure
&
Electronic Funds
Agreement and Disclosure**



**PACIFIC SERVICE
CREDIT UNION**

Effective August 2017

IMPORTANT DOCUMENTS

PLEASE KEEP FOR YOUR RECORDS

ACCOUNT AGREEMENT
AND TRUTH-IN SAVINGS DISCLOSURE

I. BINDING ARBITRATION CONSENT AND AGREEMENT.....	1
II. PAYMENT OF DIVIDENDS	
Payment of Dividends.....	2
III. TERMS AND CONDITIONS	
Terms and Conditions Applicable to:	
All Accounts	3
Individual and Joint Accounts.....	13
Pay-on-Death (POD) Designations.....	14
Living Trust Accounts.....	14
Uniform Transfer to Minors' Act Accounts.....	14
Fiduciary Accounts.....	15
Corporate, Partnership and Unincorporated Association Accounts.....	15
Savings Accounts.....	15
Plu\$ Checking Accounts.....	15
Relationship Checking Accounts.....	16
Free Checking Accounts.....	16
FirstStep Checking Accounts.....	16
All Checking Accounts.....	16
Money Market Accounts.....	20
Term Share (Certificate) Accounts.....	20
Individual Retirement Accounts (IRAs) (Savings and Certificates).....	21
IV. INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION	
Instructions for IRS Form W-9.....	21
V. (A) DISCLOSURE OF YOUR ABILITY TO WITHDRAW FUNDS OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS.....	26
VI. (B) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS.....	27
VII. FUNDS TRANSFER AGREEMENT AND NOTICE	
Funds Transfer Agreement and Notice.....	27
VIII. ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT	
Electronic Services Disclosure and Agreement.....	31
IX. IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT	
Substitute Checks and My Rights.....	45

ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In the following Agreement and Disclosure, the words “I,” “me,” “mine,” “my,” “we,” “us,” and “our” mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing a Membership Application or opening one or more account(s) with you. The words “you,” “your,” and “yours” and “Credit Union” mean PACIFIC SERVICE CREDIT UNION.

I. BINDING ARBITRATION CONSENT AND AGREEMENT

You and I agree to attempt to informally settle any disputes affecting my accounts which might arise under this Agreement and Disclosure. If that cannot be done, you and I agree that any claim or dispute between us (“Claim”) that is filed or initiated after the Effective Date (defined below) of this Binding Arbitration Consent and Agreement, even if the Claim is arose prior to the Effective Date, whether in contract, tort, statute, or otherwise, affecting my accounts and/or arising out of or relating to this Agreement and Disclosure will, at the election of either you or me, be resolved by BINDING ARBITRATION administered by either JAMS, Inc. (“JAMS”) or the American Arbitration Association (“AAA”) in accordance with their applicable rules and procedures for consumer disputes (“Rules”). **AS A RESULT, IF EITHER YOU OR I ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, I WILL GIVE UP MY RIGHT TO GO TO COURT TO ASSERT OR DEFEND MY RIGHTS UNDER THIS AGREEMENT AND DISCLOSURE (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION THAT REMAIN IN SMALL CLAIMS COURT).** This Binding Arbitration Consent and Agreement will be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claim. This Binding Arbitration Consent and Agreement does not prevent me from submitting any issue relating to my accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on my behalf.

I acknowledge that by consenting to BINDING ARBITRATION, I understand and agree with the following terms:

- **SELECTION OF ARBITRATION:** If either you or I elect to resolve a Claim through binding Arbitration, my rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules. In the event of a conflict between the Rules and this Binding Arbitration Consent and Agreement, this Binding Arbitration Consent and Agreement will supersede the conflicting Rules only to the extent of the inconsistency. The party filing a Claim in arbitration will select either JAMS or AAA as the arbitration administrator. If both AAA and JAMS are unavailable to resolve the Claim, and if you and I do not agree on a substitute, then either you or I will be able to request that a court appoint a substitute.
- **EFFECTIVE DATE:** This Binding Arbitration Consent and Agreement is effective upon the 61st day after you provide this Binding Arbitration Consent and Agreement to me (“Effective Date”), unless I opt-out in accordance with the requirements of the RIGHT OF OPT-OUT provision below.
- **CLAIMS ARISING PRIOR TO EFFECTIVE DATE:** **THIS BINDING ARBITRATION CONSENT AND AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Binding Arbitration Consent and Agreement will not apply to such Claim.
- **ARBITRATION PROCEEDINGS:** Arbitration proceedings provide me a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Discovery will be available for non-

privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim if it was brought in a court of law will apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Binding Arbitration Consent and Agreement will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court. The arbitrator can award the same remedies that a court can award, including public injunctive relief under the California Unfair Competition Law or Consumer Legal Remedies Act. Any determination as to whether this Binding Arbitration Consent and Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver shall be determined by the court. Judgment upon the award rendered by the arbitrator ruling can be entered in any court of competent jurisdiction.

- **CLASS ACTION WAIVER:** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. I UNDERSTAND AND AGREE THAT I AM WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION.
- **LOCATION:** The place of arbitration shall be within 50 miles of where I reside.
- **COSTS:** I understand you will reimburse me for any filing, administration, and arbitrator fees as imposed by AAA or JAMS.
- **ATTORNEYS' FEES:** If I prevail on the merits of my Claim in arbitration, you will pay my attorneys' fees. I will not be required to pay your attorneys' fees if you prevail.
- **SEVERABILITY:** In the event that the Class Action Waiver in this Binding Arbitration Consent and Agreement is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Binding Arbitration Consent and Agreement will be unenforceable. If any provision in this Binding Arbitration Consent and Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain enforceable.
- **SURVIVAL:** This Binding Arbitration Consent and Agreement will survive termination of the Agreement and Disclosure.
- **RIGHT OF OPT-OUT:** I have the right to opt-out of this Binding Arbitration Consent and Agreement, provided that I notify you of my intent to opt-out within 60 days after you provide me this Binding Arbitration Consent and Agreement. My opt-out is only effective if I notify you in writing at P.O. Box 8191, Walnut Creek, CA 94596-8191 or by telephone to 888-858-6878 within such 60 day time period. If I fail to opt-out within this 60 day time period, I will be deemed to have provided my consent to the resolution of our disputes through binding arbitration.

FOR MORE DETAILS, I should check AAA's or JAMS's website, www.adr.org and www.jamsadr.com respectively, OR call AAA at (800) 778-7879 or JAMS at (800) 352-5267. I understand that any debt or loan obligation I may have with you that is subject to the Federal Truth in Lending Act, 15 USC 1601 et seq., is not subject to this Binding Arbitration Consent and Agreement."

II. PAYMENT OF DIVIDENDS

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

For all accounts except Term Share (Certificate) Accounts, the dividend rate and Annual Percentage Yield (APY) may change at any time as determined by the Credit Union's Board of Directors at the Board's

discretion. For specific dividend rate(s) for each type of dividend bearing account, I will refer to the Rate and Fee Schedule, which is incorporated by this reference.

For Regular, Secondary, IRA Savings, Money Market Savings and Plus Checking accounts, dividends will be compounded monthly and will be credited monthly. For these accounts the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for example is January 31 (monthly). Dividends on Term Share (Certificate) Accounts are compounded and will be credited as set forth in my Term Share (Certificate) Account Agreement and Disclosure, when issued.

If I close my account before dividends are credited, I will receive the accrued dividend to date of closure, if applicable.

Balance Computation Method. Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Dividends will begin to accrue on the business day I deposit cash or noncash items (e.g., checks) to my account.

III. TERMS AND CONDITIONS

Terms and Conditions Applicable to All Accounts

1. I must be and remain a member in good standing to maintain any account. The par value of a share in this Credit Union is \$5.00. If I fail to complete the purchase of one (1) share on the date of my admission to membership, or within six (6) months from the increase in the par value in shares, or if I reduce my Regular Savings Account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share, I may be terminated from membership at the end of a dividend period.
2. I may be denied services or terminated from membership for any reason allowed by applicable law, for causing a loss or excessive expense to this Credit Union, which includes but is not limited to, causing damage to this Credit Union and its property, or engaging in any abusive or threatening conduct to this Credit Union, its employees or members.
3. All accounts (except Checking Accounts) are not transferable except as defined in 12 CFR, Part 204. For all accounts except Checking Accounts, during any statement period, I may not make more than six (6) withdrawals or transfers to another credit union account of mine or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions. If I exceed the transfer limitations set forth above in any statement period, my account will be subject to closure by you. A loan payment to the Credit Union from the account is not counted as part of the six transactions.
4. Your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
5. You reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
6. You may refuse to follow any of my instructions, accept for deposit, or process any transactions, that in your sole judgment are illegal, fraudulent, inconsistent with your policies, or the policies of your third party payment processors, or would expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses and fees (including, but not limited to, reasonable attorneys' fees) that you incur in connection with my account if you take an action in accordance with my or what purports to be my oral, written or electronic instructions.
7. You reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
8. You may endorse and/or collect items deposited to my account without my endorsement, but may require my personal

endorsement prior to accepting an item for deposit. If I deposit items which bear the endorsement of more than one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorsers to be present, provide valid identification, or to have their endorsements guaranteed before you accept the item.

9. I authorize you to accept items payable to any account owner for deposit to my account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by me. You may also refuse to accept all or any part of any deposit.
10. You may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. item"). If you accept any such item for deposit or collection, I accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. I agree that you may use your current buying and selling rate, as applicable when processing a non-U.S. item and may recover from any account I maintain with you any loss incurred by you as a result of your processing such an item for me. You reserve the right to place longer holds on non-U.S. items than the time frames specified in your Funds Availability Policy.
11. You have the right to charge back to or otherwise debit any account(s) I maintain with you for any deposited item that is returned (and assess any associated fees and to reverse or recover any associated interest that may have accrued), even if I have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided you do not have actual knowledge that such deadline has expired or, having such knowledge, you conclude that:
 - The deposited item is returned in accordance with the laws governing my account or rule (including a clearing house rule).
 - You have received a breach of warranty claim in connection with the deposited item.

You have the right to pursue collection of such deposited item, even to the extent of allowing the payor bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. You may, without notice, redeposit a returned deposited item and represent it for payment by any means (including electronic means), unless you have received instructions from me not to redeposit such deposited item. You will have no liability for taking or failing to take any action to recover payment of a returned deposited item.

If one of my deposited items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), you may debit my account for the amount of the item (plus any associated fees) and pay the amount to the claiming party. You are under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense.

You need not give me any prior notification of your actions with respect to the claim. I agree to immediately repay any overdrafts. You may create substitute checks from my deposited items to facilitate the forward collection of such items. I agree to indemnify and hold you and your officers, directors, employees, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with such substitute check, including without limitation, any claim based on image quality of such substitute check.

12. I understand and agree that you may utilize automated means to process checks and other items written on or deposited to my account. This means that you do not individually examine all of my items to determine if the item is properly completed, signed, and endorsed or to determine if it contains any information other than what is encoded in magnetic ink.

Although you may manually review checks or other items drawn on my account, I understand and agree reasonable commercial standards do not require you to do so.

13. I acknowledge and agree that you may, at your option, choose to create and retain electronic copies of original account records and any other records, and thereafter dispose of the originals. I further agree that electronically scanned and stored images of records will have the same effect as the original records.
14. You act only as a collecting agent for any items deposited. Any deposit that you accept will be subject to subsequent payment and collection verification. You are not responsible for any deposits or other transactions initiated by mail until the item is actually received by you. You will not be responsible for any deposits or other transactions during the course of delivery to you by any courier or other third party until the item(s) is actually received by you.
15. You will mail, send electronically, or make available to me, all statements and other notices and information regarding my account (collectively, "account related information") only to the person whose signature appears first on the Membership Application. Mailed account related information will be deemed to have been delivered the second business day following the day account related information was mailed. Account related information made available electronically will be deemed to have been delivered when you make such information available to me. I shall exercise reasonable care and promptness examining my statements and must **promptly** notify you of any error or unauthorized payment including but not limited to an altered item or an unauthorized signature. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized payment against you if: 1) you suffer a loss on the item because of my failure; or 2) you pay on another item presented by the same wrongdoer if the payment was made before I properly notified you. Notification must be within thirty (30) days of the date of the statement. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized item one (1) year or more after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
16. You agree to investigate any transaction I have reported to you as unauthorized (a "claim of unauthorized transaction").

I agree to:

- a. Submit my claim of unauthorized transaction in writing to you by completing a declaration under penalty of perjury describing my claim of unauthorized transaction (in an affidavit form approved by you, if so requested).
- b. File a police report.
- c. Complete and return to you any documents requested of me.
- d. In all respects, cooperate fully with you in your investigation of my claim of unauthorized transaction.

You reserve the right to reverse any credit made to my account if I fail to sign such documents, cooperate fully with your investigation of my claim of unauthorized transaction or your efforts to recover funds related to my claim of unauthorized transaction or if you determine that the transaction that gave rise to my claim of unauthorized transaction was proper. "Unauthorized transactions" do not include transactions initiated by me or someone I gave authority or checks or an access device allowing access to my account, even if this person exceeded my authority or if I am a victim of fraud or a "scam."

17. You or I may terminate an account(s) at any time. I understand and agree, however, that your authority may not be changed or terminated except by **written** notice to you which

will not affect prior transactions before you have a reasonable amount of time to act on my notice. Items presented for payment after the account is closed may be dishonored. You may also require me to close my account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving my account; (3) there is a dispute as to the ownership of the funds in my account; (4) any checks are lost or stolen; or (5) you deem it necessary in order to prevent a loss to you. Moreover, if you receive conflicting claims to funds in an account you hold, there is a dispute between any person and/or private or government organization over my account, or you otherwise are uncertain who is entitled to access an account or the funds in any of my accounts, you may, at your discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim to your satisfaction, which may include either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing you to distribute the funds. You may charge my account for expenses, including attorneys' fees, and fees you incur. In addition, if you receive written notice from any account owner that withdrawals in accordance with the terms of the account should not be permitted, you may refuse without liability to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) shall become effective only upon receipt and after you have had a reasonable opportunity to act thereon.

18. You reserve the right to close any account(s) should you discover that any of my accounts or any other accounts with you have been deliberately manipulated by me to you, any other account holder's, and/or your membership's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting, and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to your detriment.
19. I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If you suspect such financial abuse, I understand and agree that, in addition to reporting such abuse as may be required under law, you have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that you deem appropriate under the circumstances. I agree to indemnify and hold you harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.
20. You may recognize the signature of anyone who signed a Membership Application as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure, any Term Share (Certificate) Account Agreement and Disclosure and/or the Account Signature Card shall be valid and discharge you from liability. Without limitation to the foregoing, you may honor checks drawn against my account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. You have no duty to investigate or question withdrawals or the application of funds. In addition, if you receive written notice from any account owner that withdrawals, in accordance with the terms of the account, should not be permitted, you may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Such written notice(s) will become effective only upon receipt and after you have had a reasonable opportunity to act thereon; however, your release of amounts to an account owner in contravention to any instructions from another account owner shall not in result liability for you.
21. You reserve the right to require me to give not less than seven (7) and up to sixty (60) days written notice of my intention to withdraw funds from any account except Checking Accounts.

22. I understand and agree that Individual, Joint, and Pay-on-Death accounts may be subject to the Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.

Ownership for the Regular Savings Account and all sub-accounts shall be established and determined by the most recent Membership Application or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new Membership Application and a new account number may be assigned. The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.

23. Owner(s) agree that any and all sums heretofore or hereafter on deposit shall be subject to withdrawal or receipt by any owner and any such payment shall be valid and discharge you from any liability.
24. I am required to keep you informed of my current address. I agree to notify you promptly of any change of address. I may notify you in person at your office, within your home banking service or by sending a written and signed notice to:

Pacific Service Credit Union
P.O. Box 8191
Walnut Creek, CA 94596-8191

In the event that I fail to do this, a charge may be made to my account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address. A hold may be placed on funds in my account if mail is returned to you.

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

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

28. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by me or a prior endorser.
29. I agree, in order for you to service my account, including to notify me of suspected fraud or identity theft, or to collect any amounts I owe, you may from time to time make calls and/or send text messages to me at any telephone number(s) associated with my account that is provided to you, including

wireless telephone numbers that could result in charges to me. The manner in which these calls or text messages are made to me may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. I further agree that, in order for you to service my account or to collect any amounts I owe, you may send e-mails to me at any e-mail address I provide to you.

30. I may elect from time to time to use Credit Union or other parties' social media tools and sources; I understand that there is no claim of privacy or privilege regarding information I share or information discernible from such use or sharing, and that the use of such information by you does not violate my privacy or other rights.
31. You may rely solely on your records to determine the form of ownership of my account. You may presume that any person named in addition to me in your records for my account owns the funds in my account with me as a joint owner, unless your records indicate that the person has some other relationship to the account.
32. Although you are not obligated to, you may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If I cash or deposit an item or write a check with such notation, I agree that it applies only between me and the payee or maker. The notation will have no effect on you, and I agree to accept responsibility for payment of the item. I agree to indemnify and hold you harmless from any claim or alleged loss of any maker or payee involving such notations, whether I am the maker or payee or the funds are otherwise deposited into an account in which I have an interest.
33. You are under no obligation to pay a check which is presented more than six (6) months after its date, but you may do so at your discretion and charge my account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. I agree that you are not required to identify stale dated checks or seek my permission to pay them.
34. Your relationship with me concerning my account is that of a debtor and creditor. No fiduciary, quasi-fiduciary, or special relationship exists between you and me.
35. All accounts are subject to your Rate and Fee Schedule which is incorporated by this reference. You shall debit such charges against any account I own (including accounts on which I am a joint owner) except my IRA Accounts. Only fees related to an IRA Account will be debited from an IRA Account. If sufficient funds are not available, the charges are payable on demand and, for Checking Accounts, will be treated as an overdraft.
36. California law states that inactive account balances in Savings, Checking, and Term Share (Certificate) Accounts (after the first date of maturity) must be transferred ("escheated") to the appropriate state within the time period specified by state law. In the State of California, my property will escheat to the state after a period of three (3) years since the last time I:
 - a. Increased or decreased the amount of funds on deposit with you or presented an appropriate record for crediting of dividends or cashed a dividend check from any of my accounts with you; or
 - b. Corresponded in writing or electronically with you concerning the funds on deposit; or
 - c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with you.

My deposit account will not escheat to the state, however, if, during the previous three (3) years, I have owned another deposit account (or individual retirement or similar account) with the Credit Union and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above (or, with respect to that individual retirement or similar account, I have increased or decreased the principal, accepted payment of principal or income, or corresponded electronically or in writing concerning the property or otherwise indicated an interest), and, with regard

to the deposit account that would otherwise escheat, you have “communicated” (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with me at the address to which communications regarding the other deposit account are regularly sent.

You may charge a fee for mailing an escheat notice. For money orders escheated to the state, you may charge a service charge.

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

37. You may, but are not obligated to, transfer funds from my Savings, Checking, or Loan accounts on my written, oral, or electronic request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on your “business days.” If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will occur when sufficient funds become available.
38. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
39. You agree to retain and furnish to me, if requested, photocopies of certain records pertaining to my account and that these records for the time frame required by law will be available to me. I agree to pay applicable fees for those copies.
40. I understand and agree that you must comply if you are served with any notice of garnishment or of attachment, notice of levy, tax levy, injunction, restraining order, subpoena, withholding order, search warrant, government agency request for information, seizure, or other legal process relating to my account that you know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any of your branches. I direct you not to contest any such notice of legal process and understand that you are under no obligation to notify me of the legal process and will not notify me if prohibited by law. I agree that I must contest any such legal process or your compliance with it directly with the third party issuing the legal process, and not with you. You may charge a fee and you may assess this fee against any account (except IRAs) I maintain with you, including the account that is the subject of the legal process, which is set forth in our Rate and Fee Schedule. If you are not fully reimbursed for your record research, photocopying, and handling costs by the party that served any legal process, you may charge such costs to my account. I understand and agree that funds you hold or set aside in response to legal process will not earn dividends. I agree to indemnify, defend, and hold you harmless from all actions, claims, liabilities, losses, costs, and damages associated with your compliance with any process that you know or otherwise believe in good faith to be valid.
41. I understand and agree that if a subpoena or legal process requires you to release information about an owner and/or signer on an account, you must comply with such request and the information released pursuant to such legal process may include information about other owners and/or signers on the account, even if their information was not expressly requested by the legal process.
42. In the event that a cashier’s, teller’s, or certified check is lost or stolen, I must execute and deliver to you a written Declaration of Loss and Claim For Reimbursement and/or affidavit in a form acceptable to you and in time for you to have a reasonable time to act thereon. I further understand and agree that the Declaration of Loss and Claim For Reimbursement is not enforceable until the later of (i) the time the Declaration of Loss and Claim For Reimbursement is properly delivered to you, or (ii) the 90th day following the date of the cashier’s or teller’s check, or the 90th day following the date of the acceptance of a certified check. I

agree to indemnify you for any loss or claim occasioned by your attempting to, or stopping payment on such check.

43. I authorize you to gather whatever credit, checking account and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account or use of your services (such as ACH transfers or check deposits) and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.
44. It is my responsibility to protect the account numbers and electronic access devices (e.g., a Visa Debit Card) you provide me for my account(s), as well as mobile devices such as tablets and cellular phones I use to access my accounts and/or cards. I agree not to discuss, compare or share information about my account number(s) or card with anyone, and will not allow another person to use my mobile device, unless I am willing to give them full use of my money. An account number can be used by thieves to encode my number on a false demand draft which looks and functions like an authorized check. If I furnish my account number, card, mobile device, or other access device and grant authority to make transfers to another person (a family member or friend, for example) who then exceeds that authority, I am liable for the transfers unless you have been notified that transfers by that person are no longer authorized and I provide you sufficient time to act on such notice.
45. You are not responsible for any loss or damage which results from my negligence, including, without limitation, my failure to adequately safeguard my blank checks or other personal information or means of access to my account.
46. Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will **not** open an account without this identification number. To avoid backup withholding tax on accounts that earn interest or dividends, I must submit Internal Revenue Service (IRS) Form W-9 or Form W-8BEN and supporting information and/or documentation to you. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If I am a non-resident alien as defined in IRS Regulations, I must provide a Form W-8BEN. Until you have received the completed and signed Form W-9 or W-8BEN and supporting information and/or documentation, you will pay interest and comply with the backup withholding requirements of the IRS. If, at any time, you receive information which indicates that someone other than me is using the same Tax Identification Number that I certified as my TIN on Form W-9, and you are not able to determine to your own satisfaction that the TIN has been assigned to me, you will pay interest and comply with the backup withholding requirements of the IRS and/or take any other action which you believe is reasonable under the circumstances.

Upon the death of the primary owner, you must be provided with the estate's or successor's TIN or you may either refuse to pay interest earned on the account since the date of the death or withhold a portion of the interest that has been earned on the account since the date of the death.

For additional information on this requirement, I will read **"INSTRUCTION TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)."** These instructions are found in Section IV of this Agreement and Disclosure.

47. In the event that a negative balance is created in my account (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) or I have other outstanding financial obligations of any kind owed to you, which are in default, I understand and agree that you may transfer funds to such account from any other account (excluding IRA Accounts), including account(s) upon which I am a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default, without prior notice to me. You will also have the right to place an administrative hold on such funds pending offset. You may apply all funds in a joint account to satisfy a debt owed to you by any one or more of the joint owners. In

addition, you may, after the death of any account owner, offset against a joint account or an account with payable-on-death beneficiaries the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner's death.

In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of offset for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, I knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in my account. You will not be liable for the dishonor of any check when the dishonor occurs because you set off a debt against my account. I agree to indemnify and hold you harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to the exercise of your right of offset.

48. If I choose to appoint an attorney-in-fact or agent to act on my behalf pursuant to a power-of-attorney ("POA"), you may rely on instructions provided by the attorney-in-fact or agent and will have no liability or responsibility to verify the transactions. The POA will be properly executed, facially valid under California law and the form of appointment must be acceptable to you. In accordance with the terms of the POA, the attorney-in-fact or agent I designate to act on my behalf will be authorized to transact business on my account(s) pursuant to the terms of such POA.

Notwithstanding the foregoing, you reserve the right to contact me as the principal under the POA, and/or the attorney-in-fact or agent to verify my intent, prior to acting under the authority of the POA. I further agree that unless prohibited by law, you may refuse, with or without cause, to accept or otherwise act under a POA, which I grant to others.

If you choose to accept the POA, I understand and agree that you may act under the terms of such POA and to the extent permitted by law, revocation of the POA will not become effective until you have received written notification thereof. I agree to indemnify and hold you harmless for any claims that may arise against you because of your reliance on a POA.

You are not liable for any transactions or changes made to or by an attorney-in-fact or agent for a deceased or incompetent account owner, unless you have written notice provided in accordance with applicable law that I, as the principal under the POA am deceased, have revoked the powers of the attorney-in-fact or agent, or am adjudicated totally or partially incapacitated by a court of competent jurisdiction, and you have had time to act on that notice.

49. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. The law requires that you also verify the identities of certain beneficial owners or controlling parties for accounts; I agree to provide you with any information requested regarding beneficial owners of accounts and certify their accuracy upon request by you. You may deny membership, decline to open an account, or close an account if you are prohibited from doing so under applicable law or if you are unable to satisfactorily verify any account owner or beneficiary's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.
50. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund to \$250,000. IRA's are separately insured up to \$250,000.

51. If you receive a deposit for my account, I agree that you do not have to provide me with notice of the deposit other than by reflecting the deposit on my next regular periodic statement, even if the Automated Clearing House (ACH) or wire transfer rules would otherwise require such a notice. Further, I understand and agree that no interest liability will arise under California Uniform Commercial Code Section 11404(b) even if no special notice is sent to me.
52. For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. Arrangements for large cash withdrawals may be made with the Branch Manager at the branch location of your choice. Large cash withdrawal requests may require up to seven (7) business days advance notice to process. I understand and agree that I will be responsible for all fees that may be assessed by a third party on the Credit Union in connection with my request (e.g. cash delivery charges). In addition, I may be required to sign a form releasing you from any liability.
53. I understand and agree that accounts and electronic services are provided "as-is." Except as otherwise provided in this Agreement and Disclosure or as required by law, the Credit Union assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any communications, personalizations, or electronic settings. I understand and agree that the use of your services is at my sole risk, and that any material and/or data downloaded or otherwise obtained through the use of your services is downloaded or obtained at my own discretion and risk, and that I will be solely responsible for any damages, including without limitation damage to my computer system or mobile device or loss of data that results from the download or the obtaining of such material and/or data.
54. Except as expressly set forth in this Agreement and Disclosure, the Credit Union disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third party rights, regarding its services.
55. **I UNDERSTAND AND AGREE THAT YOU WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER I HAVE ADVISED YOU OF THE POSSIBILITY THAT I MAY INCUR SUCH DAMAGES.**
56. An action or proceeding by me to enforce an obligation, duty or right arising under this Agreement and Disclosure or by law with respect to my account must be commenced within one year after the cause of action occurs.
57. Except as otherwise provided in the Binding Arbitration Consent and Agreement, if any of the provisions of this Agreement and Disclosure are determined to be void or invalid, the remainder of the Agreement and Disclosure shall remain in full force and effect.
58. I agree to indemnify, defend, and hold you and your employees harmless from and against every claim, demand, action, cost, loss, liability, and expense including, without limitation, attorneys' fees, collection costs, skip-tracing fees, and outside service fees which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.
59. I may not assign this Agreement and Disclosure to any other party. The Credit Union may assign this Agreement and Disclosure at any time in its sole discretion. The Credit Union may also assign or delegate any of its rights and responsibilities under this Agreement and Disclosure to independent contractors or other third parties.
60. My account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.

61. I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my Debit Card, ATM Card, ATM or home banking PIN, or granting any person power to act as my agent under a POA or trustee for a trust account), I understand that any transaction completed by such person shall be considered authorized by me.
62. I agree to pay your costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on you by me or any item I deposit with you that causes you to incur a loss.
63. I agree that my telephone communications with you may be monitored and recorded to improve member service and security.
64. All payees listed on a check must sign the check that is deposited or cashed, and must be a joint owner on the account, present a valid Class I identification (e.g., California Driver's License) or have their signatures guaranteed by another financial institution. All multiple party checks without proper identification are subject to being returned.
65. CU Service Centers

I can conduct business on my Pacific Service Credit Union share accounts and loans at Credit Union Service Center (CUSC) locations. All transactions conducted at a CUSC are subject to CUSC's separate operating procedures, policies and fees. Transactions on Credit Union share accounts and loans are subject to the terms of Pacific Service Credit Union's agreements with its Members, including without limitation its Account Agreement and Truth-in-Savings Disclosure. Pacific Service Credit Union may impose limits for some transactions conducted at a CUSC. I will need my member number to access accounts at a CUSC. Additional identification, such as a valid driver's license or other photo ID, will be required to complete transactions. If I do not have my member number with me, the CUSC may complete a transaction for me and impose a CUSC fee for doing so.

Services provided at a CUSC may include deposits, withdrawals, account inquiries, fund transfers, loan payments, loan advances, traveler's checks and money orders. I will receive receipts for transactions conducted at a CUSC and they will be reflected on my periodic statement. I will keep my receipts to verify my statement. Transactions made through a CUSC are processed the same business day and are subject to your Funds Availability Policy. Transactions made after ordinary business hours and/or on weekends, including Friday evenings, and holidays will be processed the next business day.

Terms and Conditions Applicable to All Individual and Joint Accounts

1. The first person listed on a Membership Application will be considered the Primary Member.
2. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) **jointly and equally** regardless of their net contributions with a **right of survivorship** and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s) without consent by other owner(s). Further, any joint owner may close the account, with the disbursement of account proceeds as instructed by the joint owner, without consent by the other owner(s). Any such payment to any of us or any of our survivors shall be valid and shall discharge you from any liability.
3. While any owner may change, add or close a joint account and/or a service acting alone, you may require all joint owners to consent in writing to the addition or removal of any owner to or from the account. All owners agree that you have no duty to notify the owners of the account of any transaction, change, addition or closure of an account or service by any owner acting alone.
4. You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.

5. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
6. Being a joint owner of a member's account does not constitute Credit Union membership for the joint owner. Joint owners may be non-members.
7. Except as set forth herein or in the applicable loan agreement(s), I may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any one of us shall be binding on all of us. I may not withdraw funds that are pledged as security on loan(s) without the written approval of a loan officer, except to the extent that such funds exceed my total primary and contingent liability to you. I may not withdraw any funds below the amount of my primary or contingent liability to you if I am delinquent as a borrower, or if borrowers for whom I am cosigner, endorser, or guarantor are delinquent, without the written approval of a loan officer.
8. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

Terms and Conditions Applicable to All Pay-On-Death (POD) Designations

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

Terms and Conditions Applicable to Living Trust Accounts

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

Terms and Conditions Applicable to Uniform Transfers to Minors' Act Accounts

1. The transferor/custodian is opening an account as custodian for the minor named on the Membership Application under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the Membership Application, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.
2. I acknowledge that by signing the Membership Application, I have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act and I agree to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions of the Membership Application. You have no duty whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the minor's benefit.
3. The successor custodian named on the Membership Application shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.

4. I may **not** pledge any or all of the funds on deposit in the account as security for any loan(s).
5. Custodial accounts are not subject to the Multiple Party Accounts Law.
6. Upon the minor reaching the age of majority (eighteen (18) unless otherwise specified), I, as custodian, have the responsibility of transferring the money in the account to the minor or to the minor's estate. I agree to indemnify and hold you harmless for any failure to transfer the money in the account to the minor or the minor's estate upon the minor reaching the age of eighteen (18).

Terms and Conditions Applicable to All Fiduciary Accounts

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

Terms and Conditions Applicable to All Corporate, Partnership, and Unincorporated Association Accounts

1. The person(s) named on the Membership Application, duly authorized to make the certification, certify that at a regularly held meeting the person(s) named were elected or appointed officers of said corporation or organization or are duly acting partners of said partnership, and that by virtue of the authority vested in me by the constitution, bylaws or otherwise, any one (1) of the signators, as named on the Membership Application, is authorized and empowered to transact business of any character whatsoever in connection with the account. I certify that the signature(s) appearing on the Membership Application are the genuine signature(s) of said authorized person(s); and that my authority shall continue in force until written notice to the contrary is received by you.
2. I may **not** pledge any or all of the funds on deposit in the account as security for any loan(s).
3. Corporate, partnership and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

Terms and Conditions Applicable to All Savings Accounts

1. The minimum deposit required to open the Regular Savings Account is the purchase of a \$5.00 share. The minimum deposit required to open all other savings accounts is \$5.00.
2. I must maintain a minimum daily balance of \$100.00 in my account each day to obtain the disclosed Annual Percentage Yield (APY) indicated on the Rate and Fee Schedule for the applicable tier.
3. I will not earn dividends for any day the account balance falls below \$100.00.
4. My Regular Savings Account will be subject to a monthly Low Balance fee. The amount of such fee is shown in the Rate and Fee Schedule.
5. If my Secondary Savings Account has a zero balance for six months the account will be closed.

Terms and Conditions Applicable to Plu\$ Checking Accounts

1. There is no minimum deposit required to open a Plu\$ Checking Account.
2. I must maintain an average monthly balance of \$7,500 in my account to avoid a Minimum Balance fee. If, during any month my minimum average monthly balance falls below the required \$7,500, my account will be subject to the Minimum

Balance fee for that month as indicated in the Rate and Fee Schedule.

3. I must maintain a minimum daily balance of \$7,500 in my account each day to obtain the disclosed Annual Percentage Yield (APY). I will not earn dividends for any day my balance falls below \$7,500 as indicated in the Rate and Fee Schedule.
4. I may **not** pledge any or all of the funds on deposit in this account as security for any loan(s).

Terms and Conditions Applicable to Relationship Checking Accounts

1. There is no minimum deposit required to open a Relationship Checking Account.
2. I must establish and continue Direct Deposit (e.g., payroll, pension, Social Security) to my account or have a monthly total of \$25,000 aggregate balance in all my Credit Union accounts (including all my Credit Union loan balances and deposit account balances) to avoid a monthly service charge as indicated in the Rate and Fee Schedule. I will have a grace period of 60 days to allow sufficient time for Direct Deposit to start.
3. This is a non-dividend bearing account.
4. I may **not** pledge any or all of the funds on deposit in this account as security for any loan(s).

Terms and Conditions Applicable to Free Checking Accounts

1. There is no minimum deposit required to open a Free Checking Account.
2. This is a non-dividend bearing account.
3. I may **not** pledge any or all of the funds on deposit in this account as security for any loan(s).

Terms and Conditions Applicable to FirstStep Checking Accounts

1. There is no minimum deposit required to open a FirstStep Checking Account.
2. I must be age 23 or under to open a FirstStep Checking Account.
3. This is a non-dividend bearing account.
4. When I reach the age of 24, my FirstStep Checking Account will convert to Free Checking.
5. There is no minimum balance requirement that applies to this account in order to avoid the imposition of a monthly service charge.
6. I may **not** pledge any or all of the funds on deposit in this account as security for any loan(s).

Terms and Conditions Applicable to All Checking Accounts

1. You may, at your discretion, but are not obligated to nor shall you be liable for refusal to pay funds from this account:
 - a. When such payment would draw the account below the minimum balance for the account as established from time to time by you ("overdrafts").
 - b. If drawn by means not authorized in advance by you.
 - c. Against checks presented over six (6) months past their dates.
 - d. Against uncollected non-cash items.
2. You may pay and charge to my applicable account, checks or other debit items ("items") drawn by and payable to any person, organization, association or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient funds in my account to pay such items. I agree that your rights in respect to such items shall be the same as if it were an item drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such items. I further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such

dishonor results in the forfeiture of insurance, loss or damage to me of any kind.

3. If you have made a good faith payment to a holder, you may charge my account according to:
 - a. The original terms of my check; or
 - b. The terms of my completed check unless you have notice that any such completion is improper.
4. I, or any other person authorized to draw on the account, may request a stop payment of any check payable against my account, provided my request is timely and affords you a reasonable opportunity to act upon it under your rules. I may also stop payment on a line of credit check. My stop payment must include the account number, check number, exact amount, check date and name of payee. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. I agree to indemnify, defend and hold you harmless for all claims, actions and damages related to or arising from your action in stopping payment of any check pursuant to my request. A stop payment fee will be assessed for each stop payment request. If I give a stop payment request orally, the request shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written requests shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment request was effective. You are not obligated to notify me when a stop payment order expires. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request.

I may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by you.

I assign to you all rights against the payee or any other holder of the item. I agree to cooperate with you in any legal actions that you may take against such persons. I should be aware that anyone holding the item may be entitled to enforce payment against me despite the stop-payment order. I agree to indemnify, defend, and hold you harmless for all claims, actions, and damages related to or arising from your action in stopping payment of any check pursuant to my request.
5. Death, dissolution or incompetence of me (or any of us) shall not revoke your authority to accept, pay or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. We shall notify you if any of us die, become incapacitated or our organization is dissolved.
6. If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
 - a. Any holder in due course on the check against the drawer or maker;
 - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
 - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
7. The law permits you to pay items (such as checks, drafts, ATM withdrawals, or debit card or ACH transactions) on my account in any order you choose. You may, without liability, accept, pay, guarantee, or charge items to the account in any order convenient to you. To assist me in handling my account with you, you are providing me with the following information regarding how you process the items on my account. When processing checks or drafts drawn on my account, your policy is to pay them in numerical sequence. Lower check numbers are paid first. With regard to credits, debit card transactions, ACH transactions, and other transactions posted to my account, these items are paid in the

order received. The order in which items are paid is important if there is not enough money in my account available to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, I may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient available funds in my account to pay it, you may, at your discretion, pay the item (creating an overdraft) or return the item (NSF). By paying items in numerical sequence and in the order received, you intend to apply a policy that attains a reasonable balance between minimizing additional cost to me and paying my more important items. You encourage me to make careful records and practice good account management. This will help me to avoid writing checks or drafts without sufficient available funds and incurring the resulting fees.

8. In the event of wrongful dishonor which occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft or other debit on my account, your determination of whether sufficient funds exist in my account may be made at any time between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft or other debit.
9. I agree that in the event I draw a check on my account with you that I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
10. I may authorize all checks or other checking account debit (withdrawal) items from my Checking Account(s) to be cleared pursuant to a written "Automatic Overdraft Protection Request" which I must execute. If overdrafts are to be covered by a transfer of funds from my Savings Account(s), such transfer(s) will generally be made only if there are sufficient funds on deposit at the time of transfer. I agree that overdrafts, if paid in excess of funds in any Savings Account or available from any loan account, are payable on demand. Any items returned unpaid because of nonsufficient funds or paid without sufficient funds in my Checking Account and overdraft source(s) will be subject to nonsufficient fund (NSF) fees.
11. You may recognize the signature of anyone who signed the Membership Application as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of checks payable to any signer of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by us whether or not we participate in the transaction or benefit from its proceeds.
12. If the Membership Application is signed by more than one person, we hereby appoint each other as agents and attorneys in fact to overdraft from any of our savings or loan accounts (including accounts on which we are joint owners except IRA accounts). In addition, all amounts now and hereafter in the account, regardless of source, are owned by us jointly and equally regardless of our net contributions, with right of survivorship, and subject to withdrawal(s) and/or receipt of or by any of us, and payment to any of us individually or any of our survivors will be valid and discharge you from any liability for such payment.
13. If this is an ORGANIZATION account e.g., corporate, partnership, or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account.
14. I will notify you immediately if my checks are lost or stolen. I agree that I will be responsible for losses caused by a delay in my notification to you.
15. I acknowledge that you do not sell checks. As a convenience to me, you will submit my initial order and reorders for

personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my Checking Account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in the Rate and Fee Schedule. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.

You will provide me with temporary checks that include the exact Magnetic Ink Character Recognition ("MICR") line, including routing number and account number, necessary for the proper processing of my checks. I am responsible for ensuring that any checks I use to draw on my account must include this same MICR encoding. I understand that it is my responsibility to ensure that checks I order from any third party printer are printed in accordance with applicable standards set by the American National Standards Institute ("ANSI") for font, paper, toner, and positioning. I understand that if checks I write do not have the correct routing number, they may not be properly posted, and that if any other part of the encoding is incorrect, posting of the checks may be delayed. If I fail to include proper MICR encoding on my checks and this results in any such check being hand processed by you, then I may pay a fee as set forth in your Rate and Fee Schedule.

16. Paid checks remain the property of the Credit Union upon payment and are not returned to the account owner(s) with periodic statements. This is a truncated checking account. Checks are imaged on both sides and stored for seven years from date of posting. Imaged checks may also be available on your online banking system. I may request and you will provide me with a photocopy of a requested item within a reasonable time. You will not charge me for copies of the first two items each month I request appearing on any statement. Additional copies will be subject to an assessment of a fee as set forth in your Rate and Fee Schedule. If I have not ordered my Credit Union checks through your approved check vendors, I understand and agree that you are not responsible for the quality of any check copy that I request from you. If at any time I should use checks printed by a check vendor that was not approved by you, you reserve the right to reject any check of poor quality.
17. If a transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my accounts. If I deposit a remotely-created check into any of my accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which I have deposited into my account is returned by the drawee-payor bank for any reason, I agree that you may debit my account for the amount of the item, plus any applicable fees. If the debit causes my account to be overdrawn, I agree to pay the overdrawn amount on your demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.
18. You may refuse to accept postdated checks. However, in the event that you accept such a postdated check you may charge against my account a postdated check even though payment is made before the date of the check. If I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check until the due date. Notice may be written or oral and it must include the exact amount, account number, check number, date of check and name of payee. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period. A fee may be assessed for this service.
19. All checks written on my account must be drawn in U.S. dollars.

20. If my Checking Account has a zero dollar (\$0) balance for six consecutive months with no activity the account will be closed.
21. Your measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.
22. Courtesy Pay is part of your standard overdraft practices that allows Pacific Service Credit Union, at your discretion, to pay transactions (checks and electronic payments (ACH) even if I do not have the funds available in my Checking Account (or in a linked Automatic Overdraft Protection Plan account) to cover the transaction. Your Courtesy Pay Service will only include ATM and debit card purchase requests if authorized by me (if I opt-in). Even if I opt-in, you may still decline my overdraft request or transaction. Even if I don't opt-in, you may still pay the request, but you will not assess any fee for doing so. Under this service, a per-use Courtesy Pay Fee. See Rate and Fee Schedule. However, if the covered transaction takes my account negative by \$5.00 or less, you will not assess a Courtesy Pay Fee.
23. The minimum age to open a checking account is thirteen (13) years of age.

**Terms and Conditions Applicable to Money Market Accounts
(Including IRA Money Market Accounts)**

1. There is no minimum deposit required to open this account.
2. I must maintain a minimum daily balance as shown on the Rate and Fee Schedule in my account to obtain the disclosed Annual Percentage Yield (APY) for the applicable tier. I will not earn dividends for any day the balance falls below \$2,500.
3. There is no minimum withdrawal amount.
4. There is no minimum balance requirement that applies to this account in order to avoid the imposition of a monthly service charge.
5. If my Money Market Account has a zero balance for six months the account will be closed.

**Terms and Conditions Applicable to Term Share (Certificate)
Accounts (Including IRA Certificates)**

1. A Term Share (Certificate) Account is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the Term Share (Certificate) Account Agreement and Disclosure which will be provided to me in accordance with applicable law.
2. The minimum deposit required to open a Certificate Account is \$1,000 for members ages 24 and older and \$100.00 for members up to the age of 23. The minimum deposit required to open an IRA Certificate Account is \$500.00 for members ages 24 and older and \$100.00 for members up to age 23. Higher APY's may apply to minimum opening deposits of \$50,000 or greater. These minimums must be maintained to earn the disclosed Annual Percentage Yield (APY) on the Rate and Fee Schedule for these accounts and to avoid closure of the account.
3. The dividend rate and APY are fixed for the term of the Certificate with the exception of a Bump-Up Certificate Account whose rate may be bumped-up once during the term upon oral or written request.
4. The dividend rate and APY assumes that dividends remain in the account until maturity. Withdrawal of dividends prior to maturity will reduce earnings.
5. Dividends will be compounded monthly and credited monthly and at maturity. For this account type, the dividend period is monthly. The dividend crediting date is the last day of the month and at maturity. If I close my Certificate Account before dividends are paid, I will receive any accrued dividends to the date of closure, if applicable.
6. You will impose a penalty if I withdraw any of the principal funds before the maturity date. The penalty will be the lesser of dividends earned from the date of issuance, or 90 days of dividends on Certificate Accounts with a term up to 24 months, or 180 days of dividends on Certificate Accounts with a term greater than 24 months. Penalties do not apply to

“Required Minimum Distributions” for IRAs. In the event dividends have been paid monthly by check or deposited to another account, the penalty will be assessed against the remaining Certificate balance.

7. The Certificate Account will automatically renew at the Maturity Date and on the Maturity Date of any renewal term, unless I notify the Credit Union in writing that I do not want to renew the account. I will have a grace period of ten (10) days after each Maturity Date to withdraw the funds in the account, without being charged an early withdrawal penalty. If I close my Certificate Account during the grace period, dividends will be credited on the date of closure. At maturity, the Certificate Account will renew into a Standard Term, unless I close the account. If automatically renewed, the Certificate Account will be renewed at the dividend rate and APY in effect at the time for the renewal term. The renewal term shall be for a standard term closest to that of the initial term of the Certificate Account. However, if the closest standard term exceeds the length of the initial term, the next lower standard term shall apply. Standard terms are three (3) months, six (6) months, twelve (12) months, twenty-four (24) months, thirty-six (36) months, forty-eight (48) months and sixty (60) months.
8. After the Certificate Account is opened, I may not make additional deposits until the maturity date with the exception of an Add-On Certificate Account into which I may make deposits of \$1,000 or more anytime during the term of certificate for members ages 24 or older and \$100.00 for members up to age 23.

Terms and Conditions Applicable to Individual Retirement Accounts (IRAs) (Savings and Certificates)

1. An IRA is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in my applicable IRA Simplifier™, which will be provided to me in accordance with applicable law.
2. I may **not** pledge any of the funds on deposit in the account as security for any loan(s).
3. Certain federal and state penalties may apply to amounts withdrawn from IRA Accounts. These are set forth in applicable federal and state law and regulations which are incorporated by this reference.
4. Funds in an Individual Retirement Account will escheat to the state, if I have not done any of the following for a period of more than three (3) years after the funds become payable or distributable:
 - a. Increased or decreased principal;
 - b. Accepted payment of principal or income (dividends);
 - c. Corresponded electronically or in writing with you concerning the funds or otherwise indicated an interest therein.

IV. INSTRUCTION TO PAYER’S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Instructions for IRS Form W-9 (Section References are to the Internal Revenue Code unless otherwise noted)

PURPOSE OF FORM

A person (such as the Credit Union) who is required to file an information return with the IRS must get my correct taxpayer identification number (TIN) to report for example, income paid to me, real estate transactions, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt or contributions I made to an IRA.

I must use Form W-9 only if I am a U.S. person (including a resident alien), to give my correct TIN to you, and, when applicable to:

1. Certify that the TIN I am giving is correct (or I am waiting for a number to be issued);
2. Certify I am not subject to backup withholding; or
3. Claim exemption from backup withholding if I am a U.S. exempt payee. If applicable, I am also certifying that as a U.S. person, my allocable share of any partnership income

from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Definition of a U.S. person. For federal tax purposes, I am considered a U.S. person if I am:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Foreign person. If I am a foreign person, I do not use a Form W-9. Instead, use the appropriate Form W-8 (see **Pub 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Note: If you give me a form other than a W-9 to request my TIN, I must use your form if it is substantially similar to Form W-9.

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If I am a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, I must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which I claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If I am a nonresident alien or a foreign entity not subject to backup withholding, I must give the Credit Union the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to me must withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

I will **not** be subject to backup withholding on payments I receive if I give you my correct TIN, make the proper certifications, and report all my taxable interest and dividends on my tax return.

Payments I receive will be subject to backup withholding if:

1. I do not furnish my TIN to you; or
2. I do not certify my TIN when required (see the Part II instructions for the Certification for details); or
3. The IRS tells you that I furnished an incorrect TIN; or

4. The IRS tells me that I am subject to backup withholding because I did not report all my interest and dividends on my tax return (for reportable interest and dividends only); or
5. I do not certify to you that I am not subject to backup withholding under 4, above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See “Specific Instructions” on the next page and the separate **Instructions for the Requestor of Form W-9.**

PENALTIES

Failure to furnish TIN. If I fail to furnish my correct TIN to you, I am subject to a penalty of \$50 for each such failure unless my failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If I make a false statement with no reasonable basis that results in no backup withholding, I am subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject me to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If you disclose or use TINs in violation of federal law, you may be subject to civil and criminal penalties.

SPECIFIC INSTRUCTIONS

Name. If I am an individual, I must generally enter the name shown on my income tax return. However, if I have changed my last name, for instance due to marriage, without informing the Social Security Administration of the name change, I enter my first name, the last name shown on my social security card and my new last name.

If the account is in joint names, I list first and then circle the name of the person or entity whose number I enter in Part I of the form.

Sole proprietor. I enter my **individual** name as shown on my income tax return on the “Name” line. I may enter my business, trade or “doing business as (DBA)” name on the “Business name” line.

Limited liability company. (LLC). I check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, I **enter the owner’s name on the “Name” line.** I enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, I enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. I enter the business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. I may enter any business, trade or DBA name on the “Business name” line.

Note. I am requested to check the appropriate box for my status (individual/sole proprietor, corporation, etc.).

Exempt from backup withholding. If I am exempt from backup withholding, I enter my name as described above, and check the appropriate box for my status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

Note: *If I am exempt from backup withholding, I should still complete the form to avoid possible erroneous backup withholding.*

PART I. Taxpayer Identification Number (TIN)

I must enter my TIN in the appropriate box.

If I am a **resident alien** and I do not have and am not eligible to get an SSN, my TIN is my IRS individual taxpayer identification number (ITIN). I enter it in the social security number box. If I do not have an ITIN, I see **How To Get a TIN** below.

If I am a **sole proprietor** and I have an EIN, I may enter either my SSN or EIN. However, the IRS prefers me to use my SSN.

If I am a **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), enter the owner's SSN (or EIN, if the owner has one). I will not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, I enter the entity's EIN.

Note: See the chart entitled "What Name and Number to Give the Requester" for further clarification of name and TIN combinations.

How to get a TIN. If I do not have a TIN, I must apply for one immediately. To apply for an SSN, I get **Form SS-5**, Application for a Social Security Card, from my local Social Security Administration office or get this form online at www.ssa.gov. I must use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. I can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification number (EIN) under Starting a Business. I can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or by visiting www.irs.gov.

If I am asked to complete Form W-9 but do not have a TIN, I write "Applied For" in the space provided for the TIN on my Membership Application, sign and date the form and give it to you. For interest and dividend payments and certain payments made with respect to readily tradable instruments, generally I will have 60 days to get a TIN and give it to you before I am subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. I will be subject to backup withholding on all such payments until I provide my TIN to you.

Note: *Writing "Applied For" means that I have already applied for a TIN, or that I intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

PART II. Certification

To establish to the withholding agent that I am a U.S. person, or resident alien, I sign Form W-9. I may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I on the W-9 should sign (when required). Exempt residents, see **Exempt from backup withholding**.

Signature requirements. Complete the certification as indicated in **1** through **5** below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts that were considered active during 1983.** I must give my correct TIN, but I do not have to sign the certification.
- 2. Interest, dividend, broker and barter exchange accounts opened after 1983 and broker accounts that were considered inactive during 1983.** I must sign the certification or backup withholding will apply. If I am subject to backup withholding and am merely providing you with my correct TIN, I must cross out item 2 in the certification before signing the form.
- 3. Real Estate transactions.** I must sign the certification. I may cross out item 2 of the certification.
- 4. Other payments.** I must give my correct TIN, but do not have to sign the certification unless I have been notified that I have previously given an incorrect TIN. "Other payments" include payments made in the course of the requestor's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a non-employee for services, payments to certain fishing boat crew members and fishermen and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by me, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** I must give my correct TIN, but do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires me to give my correct TIN to persons (e.g. you) who must file information returns

with the IRS to report interest, dividends, and certain other income paid to me, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions I made to an IRA, Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of my tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states and the District of Columbia, and U.S. Possessions to carry out their tax laws. You may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement agencies to combat terrorism.

I must provide my TIN whether or not I am required to file a tax return. You must generally withhold 28% of taxable interest, dividend, and certain other payments to me if I do not furnish my TIN to you. Certain penalties may also apply.

WHAT NAME AND NUMBER TO GIVE THE CREDIT UNION

For this type of account:	Give the name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account, or if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give the name and EIN of:
6. A valid trust, estate or pension trust	Legal entity ⁴
7. Corporate	The corporation
8. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
9. Partnership	The partnership
10. A broker or registered nominee	The broker or nominee
11. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school, district or prison) that receives agriculture program payments	The public entity

¹List first and circle the name of the person whose number I furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³ **I must show my individual name**, but I may also enter my business or "DBA" name on the second name line. I may use either my SSN or EIN (if I have one) but the IRS encourages me to use my SSN.

⁴List first and circle the name of the trust, estate or pension trust. (I must not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see **Special rules for partnerships** above.

NOTE: If no name is circled when there is more than one name listed, the number will be considered to be that of the first name listed.

V. (A) DISCLOSURE OF YOUR ABILITY TO WITHDRAW FUNDS OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS

I understand and agree that:

Your policy is to make funds from my cash and check deposits available to me on the first (1st) business day after the day you receive my deposit. Electronic Direct Deposits will be available on the day you receive the deposit. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) you do not own or operate may not be available until the fifth (5th) business day after the day of my deposit. All ATMs that you own or operate are identified as your machines. Funds from any deposits (cash or checks) made at ATMs you own or operate or if I do not make my deposit in person to one of your employees (for example, if I mail the deposit) may not be available until the second (2nd) business day after the day of my deposit. Once they are available, I can withdraw the funds to pay checks that I have written.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of my deposit. Every day is a business day except Saturdays, Sundays, and Pacific Service Credit Union holidays. If I make a deposit after 3 p.m. at one of your proprietary ATM machines or any other ATM machine, you will consider that the deposit was made on the next business day you are open. If I make a deposit to one of your employees at the San Francisco Branch before 4:30 pm, you will consider that date to be the date of deposit. If I make a deposit to one of your employees at any other Pacific Service Credit Union branch before 5 p.m., Monday through Thursday and before 6 p.m. on Friday, you will consider that date to be the date of deposit.

The length of the delay varies depending on the type of deposit and is explained below.

Longer Delays May Apply

In some cases, you will not make all of the funds that I deposit by check available to me on the first (1st) business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the fifth (5th) business day after the day of my deposit. However, the first \$200 of my deposit will be available on the first (1st) business day after the day of the deposit unless it is a new member account.

If you are not going to make all of the funds from my deposit available on the first (1st) business day after the day of my deposit, you will notify me at the time I make my deposit. You will also tell me when the funds will be available. If my deposit is not made directly to one of your employees, or if you decide to take this action after I have left the premises, you will mail me the notice by the business day after you receive my deposit. If I will need the funds from a deposit right away, I should ask you when the funds will be available.

Funds I deposit by check may be delayed for a longer period under the following circumstances:

- You believe a check I deposit will not be paid.
- I deposit checks totaling more than \$5,000 on any one day.
- I redeposit a check that has been returned unpaid.
- I have overdrawn my account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. They will generally be available no later than the eighth (8th) business day after the day of my deposit.

Repeatedly Overdrawn Account

An account may be considered repeatedly overdrawn and items may be held if:

On six (6) or more banking days during the previous six (6) months, the account had a negative balance, or would have had a negative balance if checks and charges had been paid, or on two (2) or more banking days during the previous six (6) months, the account balance was negative in the amount of \$5,000 or more, or would have been if checks and charges had been paid.

By invoking the repeatedly overdrawn account exception, you can hold

funds for up to eight (8) business days.

Reasonable Cause to Doubt the Collectability

Doubtful collectability may exist for postdated checks, checks dated more than six (6) months earlier, and checks that the paying institution has said it will not honor.

The general criterion for doubting collectability is the "existence of facts that would cause a well-grounded belief in the mind of a reasonable person" that the check is uncollectible. The reason for your belief that the check is uncollectible will be included in the notice that you provide to me.

The Reasonable Cause Exemption May Be Invoked When:

- There has been a stop payment placed on the check.
- There are nonsufficient funds in my account to cover the check.
- The check will be returned unpaid.
- The check is deposited six (6) months after the date of the check (stale date).
- The check is postdated (future date).
- You believe that I may be engaged in check kiting.
- The check has been defaced in some way.

Special Rules for New Accounts

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

Funds from electronic direct deposits to my account will be available on the day I 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 (1st) business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me (and I may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth (9th) business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000 will not be available until the second (2nd) business day after the day of my deposit.

Funds from all other check deposits will be available on the ninth (9th) business day after the day of my deposit.

Deposits at Automated Teller Machines

The funds from any items (cash or checks) deposited at a proprietary ATM (ATMs you own) are available in accordance with availability rules mentioned above. The funds from items deposited at nonproprietary ATMs will not be available until the fifth (5th) business day after the day of my deposit. Exceptions, however, are in accordance with availability rules mentioned above.

VI. (B) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

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

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

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

VII. FUNDS TRANSFER AGREEMENT AND NOTICE

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

records.

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

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

1. This Agreement and Notice applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code (Division 11 of the California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. You may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for wire transfers will be at 11 a.m. PST on each weekday that you are open which is not a legal holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.
3. You may charge my account for the amount of any funds transfer initiated by me or by any person authorized by me as a joint tenant or other authorized party (collectively, "authorized agents") with the right of access to the account from which the funds transfer is to be made. A complete list of authorized agents is included on my Membership Application.
4. Only I, and my authorized agents, will be permitted to initiate funds transfers from my accounts at the Credit Union. I understand and agree that I am fully responsible for all transactions conducted by my authorized agents, regardless of whether such transactions are authorized by me or exceed the amounts of any transaction authorized by me. I must promptly notify the Credit Union of any changes in my authorized agents by providing you with written notification of such change. Changes in authorized agents by me will be effective the business day following your receipt of written notice.
5. You may establish, from time to time, security procedures to verify the authenticity of a payment order. I will be notified of the security procedure, if any, to be used to verify payment orders issued by me or for which my account will be liable. I agree that the authenticity of payment orders may be verified using that security procedure and procedures specified in this Agreement and Notice unless I notify the Credit Union in writing that I do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from me or other authorized agents on the account until the Credit Union and I agree, in writing, on an alternate security procedure. I understand and agree that with respect to wire transfer transactions, I must execute your written Funds Transfer Request and agree to the terms of your Wire Transfer Agreement, which sets forth security procedures and which you can amend from time to time in your sole and absolute discretion. To the extent of any inconsistency between this Agreement and Notice and your Wire Transfer Agreement, the Wire Transfer Agreement will control. I understand and agree that the security procedures set forth herein and/or your Wire Transfer Agreement constitute commercially reasonable security procedures, given the size, type, and frequency of my funds transfer requests. I further understand and agree that if I request a funds transfer by fax or otherwise not in person, prior to executing the request, you may verify the terms of the transaction by contacting me, and that the use of such security procedures is commercially reasonable. If I become aware of a breach of the security procedures or a loss of information relating to me or my

accounts, I agree to immediately notify you in a time and manner that gives you a reasonable opportunity to act upon such notification.

6. If I send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that my rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J. You will be excused from delaying or failing to execute a funds transfer if it would result in you exceeding any limitation on your intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.
7. If I give you a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that I will be responsible to you if the funds transfer is completed on the basis of the identifying account number I provided to you.
8. If I give you a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named bank. This means that I will be responsible for any loss or expense incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number I provided.
9. You may give me credit for Automated Clearing House (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until you receive final settlement of the payment. I am hereby notified and agree, if you do not receive such final settlement, that you are entitled to a refund from me of the amount credited to me in connection with that ACH entry. This means that you may provide me with access to ACH funds before you actually receive the money. However, if you do not receive the money, then you may reverse the entry on my account and I would be liable to repay you.
10. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, you will not provide me with next day notice of receipt of ACH credit transfers to my account. I will continue to receive notices of receipt of ACH items in the periodic account statements which you provide.
11. If you receive a funds transfer for me or for other authorized agents, I agree that you are not obligated to provide me with next day notice of the receipt of the funds transfer. You will provide me with notification of the receipt of all funds transfers by including such items in the periodic account statements which you provide. I may, of course, inquire between receipt of periodic statements, whether or not a specific funds transfer has been received. If I learn of any error in a funds transfer or any funds transfer which was not properly authorized by me, I must notify you in writing to P.O. Box 8191, Walnut Creek, CA 94596-8191 or by telephone at (888) 858-6878. In no case may such notice to you be made more than 30 days after your first confirmation of the funds transfer. If the funds transfer is made in error and you suffer a loss because I failed to notify you within the 30 day period, I must reimburse you for such loss. All inquiries about the funds transfer should be made to the member service number provided above.
12. I have no right to cancel or amend any funds transfer request for domestic transfers after it is received by the Credit Union; however, the Credit Union will use commercially reasonable efforts to act on a cancellation or change request as long as it is received from me in accordance with the agreed-upon security procedures. The Credit Union will have no liability if the cancellation or change is not effected. For international fund transfer requests, I will have the right to cancel such in accordance with cancellation rights notice provided to me when I request the transfer.

13. If you become obligated under Article 4A (Division 11 of the California Uniform Commercial Code) to pay interest to me, I agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
14. You may, in your sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in my designated account(s); (2) is not authenticated to your satisfaction or which you reasonably believe may not be authorized by me; (3) contain incorrect, incomplete, or ambiguous information; (4) involve funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involve a transfer that is prohibited under applicable law, rule, or regulation. I understand and agree that you shall incur no liability for any loss occasioned by your refusal to accept any funds transfer order.
15. You shall have the right to charge the amount of any funds transfer request to any of my accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has nonsufficient collected funds to cover the amount of a funds transfer request. You may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Rate and Fee Schedule, which accompanies this disclosure and is incorporated by this reference.
16. If I initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, you may transfer payment in the currency of the beneficiary bank's country at the Credit Union's buying rate of exchange to United States dollars. If the transfer is returned for any reason, I agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses incurred by you.
17. Except as expressly prohibited by applicable state and federal laws and regulations, I understand and agree that you will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which you failed to abide by the agreed upon security procedures) which I fail to report to you within thirty (30) days after my receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) my negligent or intentional action or inaction and/or breach of this Agreement and Notice; (5) any ambiguity or inaccuracy in any instruction given to you by me or my authorized agent; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond your reasonable control, including, but not limited to, any computer or communication facilities malfunction.
18. Except as otherwise provided by applicable state or federal laws or regulations, your liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to my direct loss and payment of interest. **UNDER NO CIRCUMSTANCES SHALL YOU BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH I MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND NOTICE AND/OR ANY FUNDS TRANSFER REQUEST. EVEN IF YOU KNEW THESE TYPES OF DAMAGES WERE LIKELY.**
19. Subject to applicable state and federal laws and regulations, you may amend the terms of this Agreement and Notice at any time. By thereafter using or continuing to use your funds transfer services, I agree to such amendments.

20. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and Notice and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.

VIII. ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

My acceptance, retention or use of an ATM Card, Visa Debit Card or other electronic funds transaction hereunder constitutes an agreement between you and me as described below.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 1005, et seq.) and the federal ESIGN Act (15 U.S.C. Section 7001 et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

At the present time, you participate in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck, payroll deductions, preauthorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments), preauthorized withdrawals for bill payments and other recurring payments, automated teller machine (ATM) electronic fund transfer services at Credit Union-owned ("proprietary") ATMs and on "Shared Network" ATMs such as the CO-OP Network, STAR, PLUS, and Bank of the West, and such other systems as may be added from time to time, audio response electronic telephone banking ("ExpressLine"), personal computer electronic banking ("BranchLine"), CU Service Centers, electronic check transactions and point-of-sale (POS) transactions. Disclosure information applicable to all electronic services offered by you is given below, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules and regulations applicable to my Checking Account, Savings Account, Visa Credit Card, Personal Line of Credit and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

Business Day Disclosure

Every day is a business day except Saturdays, Sundays, and Pacific Service Credit Union holidays. Your business days are Monday through Friday. Your business hours are 8 a.m. to 5 p.m. each business day. If I make a deposit after 3 p.m. at one of your proprietary ATM machines or any other ATM machine, or on a day you are not open, you will consider that the deposit was made on the next business day. ATMs, POS terminals, ExpressLine and BranchLine are generally open, but not always accessible, 24 hours a day, 7 days a week.

BranchLine may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software.

Disclosure of Account Information to Third Parties

You will disclose information to third parties about my account or transfers I make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency or court order, or any legal process; or
4. If I give you written permission.

Periodic Statements

I will receive a monthly account statement for each month in which an electronic fund transfer is made, but at least a quarterly statement will be provided if no transfers are made. I agree to immediately review each statement mailed or otherwise made available to me to ensure that each and every transaction has been authorized by me and reflects the correct amount and/or transferee. My failure to promptly report any alleged unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

In Case of Errors or Questions About My Electronic Services Transactions

Telephone you at (888) 858-6878 or write you at Pacific Service CU, P.O. Box 8191, Walnut Creek, CA 94596-8191 or e-mail you at service@pacificservice.org as soon as I can, if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you send me the FIRST statement on which the problem or error appeared I must:

1. Tell you my name and account number;
2. Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
3. Tell you the dollar amount of the suspected error.

If I tell you orally, you will require that I send you my complaint or question in writing within ten (10) business days.

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

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to ninety (90) days to investigate my complaint or question. For new accounts, you may take up to twenty (20) business days to credit my account for the amount I think is in error.

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

Additional Disclosure Regarding Visa Debit Card Errors

In accordance with Visa regulations, for transactions other than ATM cash withdrawals, I will receive provisional credit for Visa Debit Card losses for unauthorized use within five (5) business days after I have notified you of the loss and generally will have no liability for Visa Debit Card unauthorized transactions at merchants, ATMs, on the Internet, or over the telephone. However, see the "Additional Disclosures Applicable to PINLess Visa Debit Card Transactions" section below for further details regarding Visa Debit Card transactions initiated through a non-Visa debit network. These special zero liability rules do not apply in the event of my gross negligence or fraud, my unreasonable delays in notifying you of more than sixty (60) days from the mailing date of the first transaction showing unauthorized transactions, or if I provided my Visa Debit Card, card number, and/or PIN to another person.

Review of Receipt

I also understand and agree that it is my responsibility to carefully review each receipt or sales slip I receive when I conduct a Visa Debit Card transaction. In addition, I agree that, to the extent that a Visa Debit Card transaction is initiated using my PIN or when I sign a sales slip, it is presumed that I authorized the transaction, and the amount thereof, because the authorization was initiated through my PIN or by my signature on the sales slip. In such event, I understand and agree that the burden is on me to conclusively prove that the use of my Visa Debit Card and/or amount of the transaction was unauthorized.

Your Liability for Failure to Make or Complete Electronic Funds Transactions

If you do not properly complete an electronic funds transaction to my account on time or in the correct amount according to your agreement with me, you may be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;

2. Through no fault of yours, I do not have enough money in my account (or sufficient funds) to make a transaction;
3. The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
4. You have received incorrect or incomplete information from me or from third parties (e.g., the U. S. Treasury, an automated clearing house, or a terminal owner);
5. The ATM, POS terminal, ExpressLine, BranchLine or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
6. The ATM where I was making the transaction did not have enough cash, or cash in the denominations I requested;
7. My ATM Card, Visa Debit Card, Visa Credit Card, or check(s) has been reported lost or stolen, or my card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, is retained by you at my request, or because my card, ExpressLine or BranchLine password has been repeatedly entered incorrectly;
8. The transaction would exceed my line of credit limit or Visa Credit Card limit;
9. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
10. I make an error in keying my deposit at an ATM, in which case you are not responsible for bounced checks, forfeited dividends, or any other consequences that may result;
11. Any payee mishandles a transaction;
12. Any transaction is prohibited by law, regulation, court order, or illegal activity; or
13. Delays in processing and/or payment are caused by third party software and/or services.

There may be other exceptions not specified above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if you cause an incorrect amount of funds to be removed from my account, or caused funds from my account to be directed to a person or entity which does not comply with my instructions, you shall be responsible for returning the improperly transferred funds to my account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING SHALL CONSTITUTE YOUR ENTIRE LIABILITY AND MY EXCLUSIVE REMEDY. IN NO EVENT SHALL YOU BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

Charges for Electronic Funds Transaction Services

All charges associated with my electronic funds transactions are disclosed in your Rate and Fee Schedule which accompanies this Disclosure and Agreement. A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Rate and Fee Schedule, for each stop payment order I give. There may also be a charge assessed if I overdraw my Checking Account by the use of an ATM or Visa Debit Card. If I request a copy of the documentation relative to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from my Checking or Savings Account.

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

Change in Terms

You may change the terms and charges for the services indicated in this Electronic Services Disclosure and may amend, modify, add to, or

delete from this Disclosure and Agreement from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

Disclosure of Delayed Funds Availability

You may place a hold for uncollected funds on an item I deposit. This could delay my ability to withdraw such funds. For further details, see your "Disclosure of Funds Availability Policy" or contact a Credit Union representative.

Disclosure of Account Balances

I can review my account balance at an ATM, through BranchLine, through Mobile Banking, and through ExpressLine, as well as by phone or in person at a Credit Union branch. I acknowledge and agree that the account balance disclosed to me is subject to change, based on pending credits and debits, as well as holds on my funds that delay their availability. I also understand that point-of-sale debit card transactions I initiate through a merchant may initially appear as a different amount than the actual amount of the transaction ultimately debited from my account, and that some merchant transactions may not be finally processed until well after the date on which I initiated the transaction. I understand and agree it is my sole responsibility to monitor the transactions I initiate on my account and their amounts, and that if I fail to do so, my failure can result in overdraft transactions or transactions returned NSF and related overdraft, NSF, or merchant fees. I will not hold you responsible if I initiate overdraft transactions or NSF transactions in reliance on an account balance disclosed to me that subsequently becomes inaccurate shortly after the account balance is disclosed to me.

Termination of Electronic Funds Transaction Services

I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. Termination by any one account owner will be binding on all account owners and you are not required to notify other account owners of the termination. In addition, electronic services may be suspended, without advance notice, if there are nonsufficient funds in any one of my accounts or if any of my accounts are not in good standing as defined in your Limitation of Services Policy. After suspension, electronic services may be reinstated, at your discretion, once there are sufficient funds in my account(s) to cover any fees and other transfers and debits. You may terminate my right to make electronic funds transactions at any time upon written notice. If I ask you to terminate my account or the use of an ATM Card, Visa Debit Card or any other access device, I will remain liable for subsequent authorized transactions performed on my account. Termination of electronic services does not terminate my accounts or agreements with you and will not affect my authorization for transfers and payments made prior to termination.

Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA)

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform me that restricted transactions are prohibited from being processed through my account or banking relationship with you. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If I do engage in an Internet gambling business and open a new account with you, you will ask that I provide evidence of my legal capacity to do so.

Liability for Unauthorized Access

I must tell you AT ONCE if I believe my card, account number, PIN, or password has been lost or stolen or if I believe that an electronic fund transfer has been made without my permission using information from my check. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft line of credit). However, if I believe my card, account number, PIN, or password has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my card, account number, PIN, or password without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my card, account number, PIN, or password and you can prove I could have stopped someone from using my card, account number, PIN, or password without my permission if I had told you, I

could lose as much as \$500.00.

Also, if my statement shows transfers that I did not make, I will tell you at once. If I do not tell you within sixty (60) days after the statement was mailed to me, I may not get back any money lost after the sixty days (60) if you can prove that you could have stopped someone from making the transfers if I had told you in time. If I can document a good reason (such as a hospital stay or a long trip) kept me from telling you, you will extend the time period.

If I believe that someone has used my card, account number, PIN, or password or has transferred or may transfer money from my account without my permission, I will call you at (888) 858-6878, or write you at: Pacific Service CU, P.O. Box 8191, Walnut Creek, CA 94596-8191. I should also call the number or write to the address listed above if I believe a transfer has been made using the information from my check without my permission.

Security

I understand that initiating transactions using my card, or other electronic transactions contemplated hereunder may require a PIN, password, or account number. I also acknowledge that I may use a mobile device ("Mobile Device"), such as my cellular phone or tablet, to initiate electronic transactions. I am responsible for the safekeeping of my Mobile Device, card, password, account number, and PIN(s). My use of a password or a PIN is my authorization to you to withdraw funds from my account to cover such transactions. My Mobile Device, card, account number, PIN, and/or password should not be shared with other persons or must be protected. I will notify you immediately and send written confirmation if my Mobile Device, card, PIN, password, or account number are shared with or provided to anyone. I must change my password or PIN immediately to prevent transactions on my account(s) if anyone not authorized by me has access to the password or PIN. If I share my Mobile Device, card, account number, password, and/or PIN with anyone, I understand that I have given them access to my account(s) and I am responsible for any of their transactions. If I authorize anyone to use my Mobile Device, card, account number, password, or PIN in any manner that authority will be considered unlimited in amount and manner, and I will be responsible for any of their transactions, until I specifically revoke such authority by notifying the Credit Union and provide you reasonable time to act on my notice.

Account Access

My account, the card(s), or any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. I understand that I may not utilize my account, the card(s), or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling or illegal activity of any sort. Prohibited activity and transactions include, but may not be limited to, any racketeering, quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. You may deny authorization of any transactions identified as illegal or gambling. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

Relationship to Other Disclosures

The information in these Disclosures applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

Governing Law

I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.

Copy Received

I acknowledge receipt of a copy of this Disclosure and Agreement.

Direct Deposits

If in connection with a direct deposit plan, you deposit any amount in an account which should have been returned to the Federal Government for any reason, I authorize you to deduct the amount of your liability to

the Federal Government from the account or from any other account I have with you, without prior notice and at any time, except as prohibited by law. You may also use any other legal remedy to recover the amount of your liability.

DISCLAIMER OF WARRANTIES, LIMITS ON YOUR LIABILITY AND OBLIGATIONS TO ME

I UNDERSTAND AND AGREE THAT THE ELECTRONIC SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. I UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ELECTRONIC SERVICES IS AT MY SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ELECTRONIC SERVICES IS DOWNLOADED OR OBTAINED AT MY OWN DISCRETION AND RISK AND THAT I WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO MY COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE CREDIT UNION WEBSITE OR IN THIS DISCLOSURE AND AGREEMENT, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ELECTRONIC SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ELECTRONIC SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY ME FROM THE ACCOUNTS OR THAT THE ELECTRONIC SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

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Assignment

You reserve the right to assign your rights and delegate your duties under this Disclosure and Agreement to a company affiliated with you or any other company.

Enforcement

I agree to be liable to you for any liability, loss, or expense as provided in this Disclosure and Agreement that you incur as a result of any dispute involving my accounts or services. I authorize you to deduct any such liability, loss, or expense from my account without prior notice to me. In the event either party brings a legal action to enforce the Disclosure and Agreement or collect any overdrawn funds on accounts accessed under this Disclosure and Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

GOVERNING LAW

Relationship to Other Disclosures

The information in this Disclosure and Agreement applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.

ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS AND FEDERAL RECURRING PAYMENTS

If I have arranged to have preauthorized electronic deposits of my net paycheck (if available from my employer), payroll deductions, pension checks or Federal Recurring Payments (e.g. Social Security payments), the following applies to me.

Account Access

Preauthorized deposits may be made to my Savings Account(s) or Checking Account.

Notification of Preauthorized Deposits

If I have arranged with a third party (e.g. the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may telephone you at (888) 858-6878 and you will advise me whether or not the preauthorized deposit has been made.

Liability for Unauthorized Electronic Payments

I may be liable for unauthorized transfers made from my account by a third party. If I believe such transfer has occurred, I must follow the procedures outlined in the "General Disclosures Applicable to All Electronic Services" section for resolving errors. Please also refer to the section entitled "Additional Disclosures Applicable to ATM Electronic Funds Transactions, Point-of-Sale Transactions, ExpressLine Transactions, BranchLine Transactions, and Electronic Check Transactions."

Documentation of Preauthorized Deposits

Generally, I will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic fund transaction service I have with you is preauthorized deposits, then you reserve the right to send me a quarterly statement only.

ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES

If I have requested a preauthorized payment to a third party from my Credit Union Checking Account, the following applies to me.

Account Access

Preauthorized payments may be made from my Checking Account only. If my preauthorized payment due date is scheduled to occur on a non-business day it will be sent out the next business day.

Right to Receive Documentation of Preauthorized Payment

Initial Authorization

I can get copies of the preauthorized payment documentation from the third party being paid at the time I give them the initial authorization.

Notice of Varying Amounts

If my preauthorized payment may vary in amount, the party who will receive the payment is required to tell me ten (10) days before such payment when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that I set.

Periodic Statements

I will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

Right to Stop Preauthorized Payment

If I want to stop any of the preauthorized payments or revoke a preauthorized payment authorization, I must call you at (888) 858-6878 or write you at P.O. Box 8191, Walnut Creek, CA 94596-8191 in time for you to receive my stop request no less than three (3) business days or more before the next payment is scheduled to be made. If I call, you may also require me to put confirmation of my request in writing to the above address and get it to you within fourteen (14) days after I call. An oral request ceases to be binding after fourteen (14) days if I have not provided you with my required written confirmation of my request. You will charge me for each stop payment or revocation request I give pursuant to your current Rate and Fee Schedule. If I have given you a request to revoke this entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party.

Your Liability for Failure to Stop Payment

If I order you to stop one of my preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by law.

ADDITIONAL DISCLOSURES APPLICABLE TO AUDIO RESPONSE ELECTRONIC TELEPHONE BANKING ("EXPRESSLINE")

ExpressLine is a telephone banking service which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually "talk" directly with your computer. Before I can use ExpressLine, I will select my PIN at your office or I may select my primary and secondary PIN over the phone.

Types of Available Transactions

I may use my identification number (ExpressLine PIN) to:

1. Make transfers between my accounts;
2. Make inquiries regarding account balances and loan payment data;
3. Make transfers to make loan payments;
4. Make withdrawals from my Savings Account(s) (except from IRAs or from the principal of a Certificate Account) or Checking Account(s) or advances on my Personal Line of Credit by Credit Union check issued in the name of the member appearing first on the Membership Application mailed to my address of record.
5. Verify checks cleared;
6. Obtain information regarding Direct Deposit and payroll deduction and posting dates;
7. Make inquiries regarding dividends for current and prior year and prior year interest paid;
8. You may offer additional services in the future and, if so, I will be notified of them.

Limitations on Frequency and Dollar Amount of Transactions

1. Account withdrawals to me through your ExpressLine are unlimited, to the extent I have funds available in my Savings or Checking accounts, or available credit from my line of credit account.
2. For security reasons, in the event my PIN is lost or stolen, there may be restrictions on transactions I can make on ExpressLine.

ExpressLine (PIN)

I understand that I cannot use ExpressLine without an identification number, which you refer to as an ExpressLine PIN, and that I will select my primary and secondary PIN at your office or I may select my PIN over the phone. I am responsible for the safekeeping of my ExpressLine PIN provided by you and for all transactions made by use of ExpressLine.

I will notify you immediately and send written confirmation if my ExpressLine PIN is disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the PIN immediately to prevent transactions on my account if anyone not authorized by me has access to the PIN. If I disclose my ExpressLine PIN to anyone, however, I understand that I have given them access to my account via the ExpressLine and that I am responsible for any such transactions.

I further understand that my ExpressLine PIN is not transferable and I will not disclose the ExpressLine PIN or permit any unauthorized use thereof.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS

If I requested that you issue me an ATM Card or Visa Debit Card to be used to transact business at any of your proprietary ATMs or any ATM displaying the STAR, PLUS, or CO-OP Network logo and belonging to those Shared Network System of ATMs or activated a Visa Credit Card to obtain advances at ATMs bearing the Visa logo then the information below applies to me. Access to ATMs is through the use of a card and a Personal Identification Number (PIN) that you will provide me or that I must select. In addition to accessing my Checking Account, I may select either my Regular Savings or Money Market Account for access.

Types of Available Transactions and Limits on Transactions

Types of currently available transactions are listed below. Transaction types and services may be limited on certain ATMs on the systems which are not owned by you (non-proprietary ATMs), (e.g., withdrawal limits). If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction."

Account Access

The ATM services which you make available to me are:

1. Deposits to my Savings Account and Checking Account at your proprietary ATM(s) or designated CO-OP Network and Bank of the West ATMs;
2. Withdrawals from my Savings Account and Checking Account at your proprietary ATM(s) or designated CO-OP Network and Bank of the West ATMs;
3. Transfers from my Savings Account to my Checking Account within the same account number at your proprietary ATM(s) (and some shared network ATMs);
4. Advances on my line of credit account at your proprietary ATM(s) only;
5. Advances on my Visa line up to my available credit limit using a Visa Credit Card at ATMs displaying the Visa logo;
6. Balance inquiries at your proprietary ATM(s) and at CO-OP Network and Bank of the West ATM(s);
7. You may offer additional services in the future and, if so, I will be notified of them.

Unless otherwise noted, the above services are generally available at ATMs on the PLUS, STAR, CO-OP Network and Bank of the West ATMs and belonging to those Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs.

ATM Fees

When I use an ATM not owned by you, I may be charged a fee by the ATM operator and/or any network I use (and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer). There are no "ATM withdrawal fees" on proprietary ATMs.

PINLess Debit Card Transactions

You allow non-Visa debit transaction processing. This means I may use my Visa Debit Card on a PIN-Debit Network (a non-Visa network) without using a PIN to authenticate my transactions. Visa Operating Rules and Regulations generally define a PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN), but that is not generally known for having a card program.

The non-Visa debit network for which such transactions are allowed is CO-OP Network and STAR.

Examples of the types of actions I may be required to make to initiate a transaction on a PIN-Debit Network include, initiating a payment directly with the biller (possible via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having my identity verified using known information derived for an existing relationship with me instead of through the use of a PIN.

I understand that the terms and conditions of my agreement with you relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's Zero Liability program), \$50.00 loss cap, provisional credit policies and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

Limitations on Frequency and Dollar Amount of Transactions

1. Withdrawals from most ATMs are limited to a maximum of \$510.00 per day. Note, however, that withdrawal limitations may vary between networks and individual machines. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, in your sole discretion.
2. Additional limits on Visa Debit Card Transactions can be placed through Mobile Banking.
3. Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For example, the minimum withdrawal and increment amount at Bank of the West, STAR, PLUS, and CO-OP Network ATM machines is generally \$20.00.
4. For security reasons, in the event my ATM Card, Visa Debit Card or Visa Credit Card or the PIN is lost or stolen, there may be restrictions on transactions I can make on the ATM System.

Overdraft to Line of Credit

I understand that if I have an overdraft line of credit in conjunction with my Checking Account, then I may use that line of credit to fund any overdraft on my Checking Account including overdrafts caused by ATM or POS terminal access. I understand that I may not otherwise use my ATM Card(s) or Visa Debit Card to overdraw my Savings Account or Checking Account, or my line of credit, if applicable unless I consent to overdraft services for such transactions separately. However, if I do overdraw, I authorize you to cover the overdraft in increments of \$50.00 by making a cash advance as follows:

1. Overdrawn Savings Account: You will withdraw funds from my Checking Account or make a cash advance from my line of credit account, Visa Credit Card Account, if any, or make a withdrawal from other accounts on which I am a joint owner.
2. Overdrawn Checking Account: You will make a cash advance from my line of credit account, Visa Credit Card Account, if any, or withdraw funds from my Savings Account or make a withdrawal from other accounts on which I am a joint owner.
3. Overdrawn Line of Credit: You will withdraw funds from my Savings Account or Checking Account, or other accounts on which I am a joint owner.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

My ATM Card and/or Visa Debit Card

Both an ATM Card and/or Visa Debit Card and a Personal Identification Number (PIN) will be used each time I use an ATM. The following conditions must be observed for both the privacy and protection of my account and the system:

1. I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN.
4. IF I AUTHORIZE YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF

WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME.

Safety at the ATM

I understand that I should use caution at all times when using an ATM or POS terminal. Some precautions I can take are: avoid ATMs that are obstructed from view or unlit at night; observe the area for anything unusual or suspicious; when possible, bring a companion along, especially at night; lock my vehicle when I leave it; have my card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the machine; avoid counting my cash at the machine; lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up machine. If I feel unsafe for any reason, I should leave the area immediately. If someone follows me after using the ATM, I should quickly go to a safe area that is well populated and well lit. I should report any incident to the police as soon as possible.

Personal Identification Number

I agree to memorize my PIN and will not write it on the card(s). If I forget the number, I may contact you and you will issue a duplicate at the charge set forth in your current Rate and Fee Schedule.

Ownership of an ATM Card or Visa Debit Card

The card(s) remains your property and I agree to surrender the card(s) to you upon demand. You may cancel, modify or restrict the use of any card upon proper notice or without notice if my account is overdrawn, if you are aware that I have violated any term of this Disclosure and Agreement, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM or POS system. You also reserve the right to recall the card(s) through retrieval by any of the ATMs.

Making Electronic Fund Transactions

I agree to follow the instructions posted or otherwise given by you or any ATM Network or POS terminal concerning use of the machines.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM CARDS OR VISA DEBIT CARDS WHEN USED FOR POINT-OF-SALE TRANSACTIONS

Types of Available Transactions and Limits on Transactions

By use of my ATM Card or Visa Debit Card, I authorize you to make withdrawals from my Checking Account for cash advances and/or purchases.

Account Access

I may use my card to withdraw cash from my Checking Account by way of a cash advance from merchants, financial institutions or others who honor the card(s) and/or pay for purchases from merchants, financial institutions and others who honor the card(s). You are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the card, to complete a transaction, or for their retention of the card.

When I use my debit card to pay for goods or services, the merchant may seek preauthorization from you for the transaction. When you preauthorize the transaction, you commit to make the requested funds available when the transaction finally posts and as such, you generally place a temporary hold against some or all of the funds in the account linked to the debit card, based on the amount of the preauthorization request from the merchant. You refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from my available balance as authorization requests are received by you throughout each day. Until the transaction finally settles or you otherwise remove the hold (for example, you may remove the hold because it exceeds the time permitted, as discussed below, or you determine that it is unlikely to be processed), the funds subject to the hold will not be available to me for other purposes. At some point after I initiated the transaction, it is processed by the merchant and submitted to you for payment. This can happen hours or sometimes days after I initiated the transaction, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and, when they are received, we release the authorization hold, then post the transaction to my account's available balance at such time. I agree that you are not responsible if you do not authorize or if you dishonor other POS, ATM,

or checking account transactions drawn on my account, or if such transactions result in an overdraft, as the result of a hold placed on my account. If the amount of your hold is for less than the amount of the actual transaction, I remain responsible for the amount of the actual transaction.

I understand that you place holds on these merchant transactions because of the merchant requesting authorization, which may occur before the amount is known. This may happen, for example, when I swipe my debit card at a gas pump before I fuel my vehicle, or when I use my debit card at a restaurant and the amount of the tip I will add is unknown when the card is swiped. These holds may remain in place for three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions).

There are also instances when the merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), and if that happens, you must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, however, even if you release the hold, if you subsequently receive the transaction from the merchant, you are generally required to and will pay the transaction from my account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, you may maintain the authorization hold even after the purchase amount is actually paid from my account, because your computer system may not match the transaction with the amount held. However, in these instances, you will still not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions).

You urge me to record and closely track all of my transactions to confirm that my available balance accurately reflects my spending of funds from the account linked to my debit card.

Limitations on Frequency and Dollar Amounts of Transactions

I may make cash advances and purchases only to the extent that I have available funds in my Checking Account plus available funds in my designated overdraft sources.

For security reasons, there may be limits on the number of these transactions that may be authorized.

Returns and Adjustments (Visa Debit Cards)

Merchants and others who honor Visa Debit Cards may give credit for returns or adjustments, and they will do so by sending you a credit slip that you will post to my Checking Account.

Foreign Transactions (Visa Debit Cards and ATM Cards)

Purchases, cash advances and credits made in foreign currencies will be billed to my account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. Such regulations provide for either a .8% currency exchange fee for single currency international transactions (transactions made internationally without a currency conversion) or 1% currency exchange fee for multi-currency international transactions (transactions made internationally that require a currency conversion), which will be listed as a separate charge for a purchase, cash advance, or credit and retained by Visa. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the account. When a credit to the account does not fully offset a charge to the account due to changes in the rate, I am responsible for the differences.

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

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

Types of Available Transactions

I may authorize a merchant or other payee to make a one-time Electronic Check Transaction from my Checking Account using information from my check to (1) pay for purchases or (2) pay bills.

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

Account Access

Electronic Check Transactions may be made from my Checking Account only.

Limitations on Dollar Amounts of Transactions

I may make Electronic Check Transactions only to the extent that I have available funds in my Checking Account plus available funds in my designated overdraft sources.

Overdraft to Line of Credit

I understand that if I have an overdraft line of credit account in conjunction with my Checking Account, then I may use that line of credit to fund any overdraft on my Checking Account including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraft my Checking Account or my line of credit, if applicable. However, if I do overdraft, I authorize you to cover the overdraft on my Checking Account by making a cash advance from my line of credit account, if any, or withdraw funds from my Savings Account(s) or make a withdrawal from other accounts on which I am a joint owner.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

Remotely-Created Checks

If the Electronic Check Transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my accounts. If I deposit a remotely-created check into any of my accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which I have deposited into my account is returned by the drawee-payor bank for any reason, I agree that you may debit my account for the amount of the item, plus any applicable fees. If the debit causes my account to be overdrawn, I agree to pay the overdrawn amount on your demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

ADDITIONAL DISCLOSURES APPLICABLE TO PINLess VISA DEBIT CARD TRANSACTIONS

You allow non-Visa debit transaction processing. This means I may use my Visa Debit Card on a non-Visa network (also known as a PIN-Debit Network) without using a PIN to authenticate my transactions. Visa Operating Rules and Regulations generally define a PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a PIN, but that is not generally known for having a card program.

There are two types of authenticated transactions when using a debit card: PIN and signature. In a PIN debit transaction, a cardholder enters a PIN to authorize the transaction. In a signature debit transaction, a cardholder signs a receipt. As a result of the changes to Visa's Operating Rules and Regulations, I may choose to purchase goods and services with my Visa Debit Card through a PIN-Debit Network without the requirement of entering my PIN. The non-Visa debit network for which such transactions are allowed are CO-OP Network and STAR.

Examples of the types of actions I may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possible via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and

choosing to direct payment through that network, and having my identity verified using known information derived for an existing relationship with me instead of through the use of a PIN.

To initiate a debit card transaction on a Visa network, I may take the following steps when using my Visa Debit Card: signing a receipt at the point-of-sale, providing my Visa Debit Card number over the phone or via the Internet, or swiping my Visa Debit Card through a point-of-sale terminal.

I understand that the terms and conditions of my agreement with you relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's Zero Liability program), \$50.00 loss cap, provisional credit policies and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, POINT OF SALE TRANSACTIONS, AUDIO RESPONSE ELECTRONIC TELEPHONE BANKING TRANSACTIONS PERSONAL COMPUTER ELECTRONIC BANKING TRANSACTIONS AND ELECTRONIC CHECK TRANSACTIONS

Right to Receive Documentation of Transactions

1. **Transaction Receipt.** I will receive a receipt at the time I make any transfer to or from my account using one of the ATMs or when I make a purchase using a POS terminal. I should retain this receipt to compare with my statement from you.
2. **Periodic Statement.** I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which I have accessed using an Electronic Check Transaction, the ATMs, POS terminals, ExpressLine or BranchLine, which will show the calendar date that I initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. I will get a statement at least quarterly.
3. **BranchLine.** I may print a record of any individual transaction conducted through the Service at any time after the transaction is completed. I may also subsequently contact you to request a paper receipt for any such transaction provided it is no more than three (3) months old. A fee may be charged for such paper copy, subject to your Rate and Fee Schedule.

My Liability for Unauthorized Transactions and Advisability of Prompt Reporting

I must tell you AT ONCE if I believe my checks, ATM Card, Visa Debit Card, Visa Credit Card or my ExpressLine, BranchLine, ATM Card, Visa Debit Card or Visa Credit Card PIN (collectively "check(s), Card(s) and/or PIN(s)") has been lost or stolen or if I believe that an electronic fund transfer has been made without my permission using information from my check. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft line of credit). However, if I believe my check(s), card(s) and/or PIN(s) has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my check(s) (in an Electronic Check Transaction), my card(s), and/or PIN(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my check(s), card(s) and/or PIN(s) and you can prove you could have stopped someone from using my check(s), in an Electronic Check Transaction, and/or my card(s) and/or PIN(s) without my permission if I had told you, I could lose as much as \$500.00.

If I am using a Visa consumer card including credit or debit card for transactions that take place on the Visa network system, I understand that Visa Operating Rules and Regulations provide for \$0 liability for losses from unauthorized (fraudulent) activity. This does not apply to ATM transactions using a PIN.

Also, if my statement shows transfers that I did not make, including those made by card, PIN, or other means, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

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

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction

If I believe my card(s), PIN(s) or check(s) has been lost or stolen or that someone will or may use it to transfer money from my account(s) without my permission, I must telephone you at (888) 858-6878 or write you at Pacific Service CU, P.O. Box 8191, Walnut Creek, CA 94596-8191.

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

Regulation “D” Restrictions on Electronic Funds Transfers

Any combination of preauthorized, automatic or telephone withdrawals or transfers from Savings Accounts are limited to no more than six (6) transfers in each calendar month.

However, I may make an unlimited number of withdrawals from or transfers among my own Savings Accounts by mail, messenger or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my savings accounts through the Credit Union's ExpressLine, BranchLine or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

Verification

All transactions affected by use of the ATMs, POS terminals, Electronic Check Transaction, ExpressLine, BranchLine or other electronic transaction contemplated hereunder which would otherwise require my “wet” signature, or other authorization, shall be valid and effective as if “wet” signed by me when accomplished by use of an Electronic Check Transaction, card(s) and/or PIN(s) or as otherwise authorized under this Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your “Delayed Funds Availability Policy.” Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name, my member number and where I want my deposit to go. If I make a deposit to my Checking Account with you, the Checking Account deposit slip should be included.

IX. IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

Substitute Checks and My Rights

What is a substitute check?

To make check processing faster, federal law permits credit unions 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 my check. I can use it the same way you would use the original check.” I may use a substitute check as proof of payment just like the original check.

Some or all of the checks that I receive back from you may be substitute checks. This notice describes rights I have when I receive substitute checks from you. The rights in this notice do not apply to original checks or to electronic debits to my account. However, I 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 me to request a refund for losses I suffer if a substitute check is posted to my account (for example, if I think that you withdrew the wrong amount from my account or that you withdrew money from my account more than once for the same check). The losses I may attempt to recover under this procedure may include the amount that was withdrawn from my account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

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

If I use this procedure, I may receive up to \$2,500 of my refund (plus interest if my account earns interest) within 10 business days after you received my claim and the remainder of my refund (plus interest if my

account earns interest) not later than 45 calendar days after you received my claim.

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

How do I make a claim for a refund?

If I believe that I have suffered a loss relating to a substitute check that I received and that was posted to my account, I will contact you at (888) 858-6878, or write to you at Pacific Service CU, P.O. Box 8191, Walnut Creek, CA 94598. I must contact you within 40 calendar days of the date that you mailed (or otherwise delivered by a means to which I agreed) the substitute check in question or the account statement showing that the substitute check was posted to my account, whichever is later. You will extend this time period if I was not able to make a timely claim because of extraordinary circumstances.

My claim must include:

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

