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# Ministry and Business Account Agreement and Disclosures

Effective June 2018

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Brea, CA 92822-2400

After hours, please leave a detailed message of how we can reach you worldwide.

[www.eccu.org](http://www.eccu.org)



Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration (NCUA), a U.S. Government Agency.



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Welcome to  
Evangelical Christian Credit Union  
(ECCU)

**MEMBERSHIP**

Prior to opening an account with ECCU, an organization must qualify and be approved for membership. An organization must be and remain a member in good standing to maintain any account. You understand and agree that your account may not be used for personal, family, or household purposes. A non-refundable membership fee is required to join the credit union. Once a member, you have six (6) months to establish a qualifying account relationship. Your membership will become inactive if you have not maintained a qualifying relationship for any six (6) month period and may be subject to a reactivation fee. Inactive memberships are subject to termination.

**ACCOUNT AGREEMENT**

Upon completion of and delivering to ECCU the appropriate documentation, forms, or instructions in such form acceptable to us (ECCU Documents), this *Ministry and Business Account Agreement and Disclosures, the Ministry and Business Account Information and Fee Schedule, Dividend Rate Schedule, and all other agreements, disclosures, and terms and conditions* executed by you and/or applicable to any of the accounts, products, and/or services requested, used, and/or received by you represent our agreement with you. By completing and delivering to us the appropriate ECCU Documents and maintaining your account, and each time you add new accounts, products or services in the future, you acknowledge that you understand and agree to these terms and any amendments we may make to them in the future. If you do not wish to agree to any amendments, you must close your membership and your account(s). The agreement you make with us, and the rights and obligations we both have, are governed by and interpreted according to California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law shall not be applied if that would result in the application of non-California law. Please read these documents carefully and keep them for your records.

In this *Ministry and Business Account Agreement and Disclosures* ("Agreement"), the words "you" and "your" refer, as applicable to each owner and authorized signer of an account, "we," "us," "our," and "credit union" refer to Evangelical Christian Credit Union (ECCU). With the exception of exercising your membership rights and unless otherwise expressly agreed in writing, our relationship with you shall be that of debtor and creditor, and no fiduciary, quasi-fiduciary, or other special relationship exists between you and us as long as you have an active membership.

**ACCOUNT OWNERSHIP  
FOR MINISTRY AND BUSINESS ACCOUNTS**

You must clearly indicate, on your ECCU Documents, the exact name and type of organization in which ownership to your account(s) will be vested.

Title, ownership, account access, and signing authority will be determined by the ECCU Documents you have completed and filed with us. If you want to change your account in any way, you must properly complete the ECCU Documents that we require, which shall not be effective until received by us at the address indicated by the forms, and we have had a reasonable opportunity to act on

such forms. We are authorized to rely solely on the documentation we have in our possession. You agree to indemnify us and to hold us harmless from any and all liability upon our reliance on such documentation. Ministry accounts may be corporations or unincorporated associations. Business accounts may be sole proprietorships, partnerships, limited partnerships, corporations, or limited liability companies. ECCU will not open a business account for an unincorporated association. NOTE: Additional membership qualifications must be met for business accounts.

To assist you in knowing which type of ownership would apply to your account, the following is a brief description of each type of organization:

**Sole Proprietorship** This entity is owned by one (1) person (or a husband and wife), typically doing business under a fictitious business name, which has been filed with the county or state where the entity's business is conducted.

**Partnership** This entity is an unincorporated business co-owned by two (2) or more persons and/or entities carrying on a business for profit.

**Limited Partnership** This entity carries on a business for profit and is formed under state law typically by filing a certificate of limited partnership with the appropriate state authority. This entity will have one (1) or more general partners and one (1) or more limited partners. The general partners are responsible for managing the limited partnership.

**Corporation** This entity is formed under state law by filing articles of incorporation with the appropriate state authority. Corporations may be for profit or non-profit, and have a board of directors and officers who manage the corporation.

**Limited Liability Company** This entity is formed under state law by filing articles of organization with the appropriate state authority. A limited liability company may be managed by its members or managers.

**Unincorporated Association** This entity is comprised of two (2) or more persons and is typically non profit. This entity typically does not file documents with the state, but does have a stated purpose.

**Documented Trust Account** If you are a trustee and want to establish an account in connection with a written trust, we may require you to provide us with a notarized trust certification, confirming your power as trustee, prior to opening the account. We are not required to know, understand, interpret, or enforce the terms of any trust document, even if a trust document is provided to us. You will be required to provide us with an appropriate resolution or other documents, as we may require verification of the type of entity and authority of signers on the account. Please call us for more information on this type of account ownership.

**CHANGES IN TERMS/NOTICES**

We may change the terms and conditions discussed in this Agreement at any time by adding, deleting, or amending terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services.

We inform you of changes affecting your rights and obligations either electronically or by mailing you a notice to the address we currently show for your account. For accounts with more than one (1) signer, notices we send are binding to all signers. We will generally notify you before the effective date of the change. However, unless a different time is stated in the notice, the changes will be effective immediately. We may include a notice with or on your statement. If you continue to maintain your account or you continue to use the service affected by the change after the effective date of a change, you are thereby

indicating your agreement to be bound by the change. If you do not agree with a change, you may close your account as provided by this Agreement. If notices we send to you are returned to us, we may destroy them. If a notice is returned to us, the change contained in the notice is still effective.

**DEPOSIT INSURANCE**

Funds in your share accounts at ECCU are federally insured up to \$250,000 by the National Credit Union Administration (NCUA). The Standard Maximum Share Insurance Amount (SMSIA) for a credit union member is defined in NCUA's Rules and Regulations as \$250,000 and may be increased from time to time. Share accounts maintained in different rights or capacities, or forms of ownership, may each be separately insured up to the \$250,000 SMSIA. Federally insured share accounts are backed by the full faith and credit of the United States Government. For additional information on insurance coverage, please contact us directly or contact the NCUA at [www.ncua.gov](http://www.ncua.gov).

**DEFINITIONS**

The following are some important concepts and terms that appear in this Agreement:

**Annual Percentage Yield (APY)** The percentage rate reflecting the total amount of dividends paid on the account, based on the dividend rate and frequency of compounding for a 365-day period.

**Business Days** Monday through Friday, excluding credit union holidays, or any day the Federal Reserve is open for business.

**Beneficiary** For the purpose of funds transfer, the person who receives the payment.

**Duplicate Presentment** when the same check is presented for payment more than once regardless of whether the method is paper or an electronic image.

**ECCU Documents** Any and all agreements executed by you, and any and all disclosures, and terms and conditions applicable or related to your membership and any account, product, or service requested, used, and/or received by you at any time, including but not limited to completion of the appropriate documentation, forms, or instructions received in such form acceptable to us, the *Ministry and Business Account Agreement and Disclosures*, and the *Ministry and Business Account Information and Fee Schedule*.

**Funds Transfer** The process of carrying out payment orders that leads to paying a beneficiary.

**Minimum Balance** Lowest end-of-day balance. The end-of day balance is the amount of funds on deposit after we finish processing that day's transactions.

**Money Market Share Account** Also can be called and referred to in this Agreement as a "money market account."

**New Account** An account that has been opened for fewer than six (6) months.

**Payment Order** The instructions you give or we receive regarding a funds transfer.

**Regular Share Account** Also can be called and referred to in this Agreement as a "savings account."

**Share Certificate** Also can be called and referred to in this Agreement as a "certificate account."

**Share Draft** Also can be called and referred to in this Agreement as a "check."

**Share Draft Account** Also can be called and referred to in this Agreement as a "checking account."

## ACCOUNT INFORMATION AND FEE SCHEDULE

A *Ministry and Business Account Information and Fee Schedule* associated with the accounts discussed in this Agreement is provided separately and is incorporated by this reference as if set forth in full.

## DIVIDEND RATE SCHEDULE

A *Dividend Rate Schedule* for dividend (interest) bearing accounts is provided separately and is incorporated by this reference as if set forth in full.

## GENERAL TERMS

The following terms apply to your account(s).

**ASSIGNMENT** We may assign this Agreement or delegate our responsibilities hereunder to third parties at any time. If necessary, you will be notified of such assignment.

**AUTHORIZED SIGNERS** You must designate the persons authorized to transact business on the account, including, but not limited to, the authority to conduct transactions, withdraw funds, and give instructions with respect to the designated accounts, and to establish additional accounts in the name of your organization, by completing and delivering to us the appropriate ECCU Documents. You agree to be responsible to us for the actions of all authorized signers on your account. This means that you are responsible for familiarizing your authorized signers with all of the terms of this Agreement.

Authorized signatures for an account are noted on the account signature card. We do not offer accounts on which two or more signatures are required for a withdrawal or other instruction. If you indicate on your checks or other orders, that more than one signature is required, this indication is for your own internal procedures. You agree it is not binding on ECCU. You agree, any authorized signer acting alone, who signs to open the account or has authority to make withdrawals, can act alone.

You must notify us immediately if you wish to terminate the authority of any signer on your account.

**AVAILABILITY OF FUNDS** We generally make funds from your cash and/or check deposit available to you on the first business day after the day we receive your deposit. However, electronic direct deposits are available on the day we receive your deposit. The available funds may be withdrawn or used for payment of checks and other debits. When we determine the availability of your deposit, we consider every day a business day, except Saturday, Sunday, and credit union holidays, or any day the Federal Reserve is open for business. If you make a deposit directly with one of our employees during regular business hours, we will consider that to be the day of your deposit. If you make a deposit at an ATM on a regular business day, prior to the cut-off time, we will consider that to be the day of your deposit. Funds are generally available two (2) business days after the day you make your deposit at an ATM that we own or operate. All ATMs that we own or operate are identified as our machines. If you make a deposit at a contracted location prior to their cut-off time on a regular business day, we will consider that to be the day of your deposit. If you make a deposit after these times, we will consider that the deposit was made on the next business day. We reserve the right to delay availability of deposited funds. Depending on the type of check you deposit, the funds may not be available until the second business day after the day of your deposit. In general, the first \$200 of your deposit will be available on the first business day after the day we receive your deposit. If we delay the availability of your funds, we generally notify you at the time we make the decision and tell you when the funds will be available. If you do not make your deposit directly with one of our employees, or if we decide to take this action after you leave the premises, we will notify you. For deposits made at a contracted correspondent bank location, in excess of the agreed upon dollar limit, deposits will have an automatic 2-day hold placed. Please inquire with the correspondent bank location at the time of the deposit to confirm availability. If you need the funds right away, ask us before making your deposit to see if we can make special arrangements.

**Longer Delays May Apply** We may delay funds you deposit by check for up to seven (7) business days under the following circumstances:

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,000 on one (1) day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six (6) months; or
- There is an emergency, such as a communications or computer equipment failure.

**Special Rules for New Accounts** If you are a new member, the following rules may apply during the first 30 days your account is open. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. The amount over \$5,000 will be available on the ninth business day after the day of your deposit. We may delay funds from all other check deposits for up to 11 business days. If we cash a check that is drawn on another bank, we may place a hold on the funds in your account in the amount of the cashed check.

## ACCOUNTS NOT SUBJECT TO AVAILABILITY OF FUNDS

While share savings and money market accounts are not subject to the Availability of Funds, holds on these types of accounts may be placed in the following situations:

- If we cash a check for a member, and that check is drawn on a different institution
- If we accept a deposit to a member's share draft account and make funds immediately available from the account, ECCU may place a hold on any other deposit account of that member if the deposited check is drawn on another institution

**CASH TRANSACTION REPORTING** Federal law requires us to submit a Currency Transaction Report (CTR) to the Internal Revenue Service (IRS) for any cash transaction of more than \$10,000 on any one (1) day. We prepare the report when the transaction occurs. We are required to obtain certain information about the individual who conducts the transaction and the individual or organization for whom the transaction is being conducted. If you have any questions, contact your local IRS office.

Federal law requires you to report to the U.S. Customs Service the transportation of cash or monetary instruments of more than \$10,000 in or out of the

United States. If you have any questions, contact the U.S. Customs Service.

**CHECK LEGENDS** If you have checks printed with legends or notations, such as "not valid after 60 days," "not valid over \$1,000," "two signatures required," or if you cash or deposit items with such legends or notations, you agree that we may disregard these instructions. Our equipment cannot automatically process or review this information. If you cash or deposit an item or write a check with such legends or notations, you agree that it applies only between you and the payee or maker. The legend or notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claims, damages, expenses, or alleged losses of any maker or payee involving such notations or legends, whether you are the maker or payee, or the funds are otherwise deposited into an account in which you have an interest. If you do not want us to pay a stale-dated check, you must place a stop payment on the check.

**CHECK PROCESSING** You understand and agree that we may use automated means to process checks and other items written on or deposited to your account. Although we may manually review checks or other items drawn on your account, you understand and agree that reasonable commercial standards do not require that we do so. Further, the credit union can disregard any instruction that purports to require more than one (1) signature on a check drawn against your account and that any one (1) signature will be sufficient to authorize us to process the payment. Digital and electronic images are also considered "items" or "checks".

**CHECK STORAGE** Cancelled checks (checks written off of your ECCU account) are not returned. Instead, our regular practice is to store copies of cancelled checks and destroy the originals. Copies of the checks are available for seven (7) years from the date the checks are paid. You may access copies of checks for up to six (6) months from the date the check was paid, using online banking at no additional cost. Like a cancelled check, a copy (which may be a substitute check or image replacement document) should be acceptable as proof of payment and for other record-keeping purposes. To produce a copy, we need the account number, check number, exact amount of the check, and date the check was paid. Generally, we mail or make a copy available within five (5) business days. Additional fees may apply.

**CLOSING AN ACCOUNT** You or we may close your checking, money market, or savings account at any time without advance notice. We may, however, require you to give us advance notice when you intend to close your account by withdrawing all your funds from a savings or money market account (see Notice of Withdrawal, page 4). You or we may close your certificate account at maturity without advance notice. This Agreement continues to govern matters related to your account even after your account closes.

**CORPORATE INFORMATION AND ADDRESS CHANGES** We may rely on the information you give us on any ECCU Documents until you notify us of a change. You must notify us immediately if there is a change in your information or your address in a communication format agreed upon by both ECCU and you. We may obtain credit reports and make any other inquiries about you.

**COURIER/ARMORED CAR SERVICE** Upon entering into an agreement for service provided by a Courier/Armored Car, hereinafter designated as "courier," you will send shipments to or receive shipments from us or our correspondent in tamper-resistant bags via courier. If the shipments received by us or our correspondent via the courier appear to be tampered with, we reserve the right to refuse the shipment. The courier shall deliver the contents of the bag(s) to us or our correspondent, and we are authorized to act as your agent by opening and processing the contents of the bag(s), in dual custody, and crediting the proper account(s) as identified on the deposit slip(s). Per your instructions, we will send shipments via the courier, debit the proper account(s), and transact such other business on your behalf and ours, as may be incidental and proper.

For all purposes, the courier will be an agent of yours, until such time as the courier delivers the deposit(s) to us or our correspondent, and we have verified and accepted the deposit(s) for credit to your account(s) with us as provided herein. Deposits and documents sent from you to us or our correspondent are deemed to be received by us or our correspondent when delivered by the courier to us or our correspondent. The courier shall at no time be the credit union's agent. We shall not be liable for the acts of or failure to act by the courier.

In accepting deposits via courier, ECCU, as well as any contracted correspondent bank or cash vault service, shall not be held responsible or liable in the event that the contents of the bag fail to conform to the amounts listed on the deposit slip(s). It is agreed that, in the event of any such discrepancy, the credit union's verification, as well as any contracted correspondent bank or cash vault service, shall be accepted by all concerned, and that the credit union, as well as any contracted correspondent bank or cash vault service, shall process the deposit(s) exactly as prepared by you, but shall correct any discrepancy by either debiting or crediting the appropriate account(s).

The credit union will act upon verified instructions from you and the courier, and will be an agent of yours in delivering said shipments. Shipments and documents sent from us or our correspondent to you are deemed to be received by you when delivered by the courier to you.

The credit union is not and shall not be considered as an insurer of any deposits or shipments placed with the courier, and deposits placed in the deposit bags and placed with the courier, but not yet received for or acknowledged by us or our correspondent, are not covered against loss.

You agree that all deposited items, checks, drafts, money orders, traveler's checks, and any other documents of a similar nature, will bear restricted endorsements (For Deposit Only), which would prevent a third party from negotiating said items.

Deposit acceptance will be handled as described under General Terms in the section titled "Deposits."

Upon verification of the deposit and credit to your account, a receipt for/or record of the deposit will be made available to you on or before the next business day. You can use online banking to verify your deposits.

Any agreement between you and the courier does not modify your Agreement with us.

**DEATH, INCOMPETENCE, DISSOLUTION, OR DISPUTE** You agree to notify us promptly if any owner or authorized signer on your account dies, is declared incompetent by a court of law, or is terminated from the organization; or if your organization is dissolved or in dispute. We may place a hold on your account and refuse to accept deposits or pay checks and electronic debits when an owner or authorized signer dies, is terminated, or is declared incompetent, or when your organization is dissolved or in dispute. We may retain funds in your account until we know the identity of the successor.

**DEPOSITS** We may accept items payable to you for deposit to your account from any source without questioning the authority of the person making the deposit.

We may refuse to accept an item for deposit if it is not payable to the exact name of your entity as shown on your ECCU Documents or, if we have not received satisfactory documentation that you have authorized use of a Fictitious Business Name or Doing Business As (DBA) Name and have complied with the legal requirements to use such.

We may endorse items for you that we receive for deposit, but may require your personal endorsement prior to accepting an item. If you deposit an item which bears the endorsement of more than one (1) person or persons who are not known to us, we may refuse the item or require all endorser(s) to be present or to have their endorsements guaranteed before we accept the item.

We may charge any of your accounts for any item cashed or deposited by you which is lost, stolen, or destroyed in the collection process, or is returned to us at any time as unpaid for any reason.

If we receive a deposit on a weekend, a holiday, or after closing on a business day, we may treat it as if we had received it on the next business day. If your deposit or payment is not accompanied by instructions indicating how or where it is to be applied, we may credit it at our discretion to any account you maintain with us. We may credit a deposit or loan payment to your account on the day we receive it, even if the check is postdated.

You understand and agree that all non-cash payments and deposits shall be credited subject to final payment. Your right to withdraw the funds represented by certain checks or other items you deposit may be delayed for several days, pursuant to our Availability of Funds policies. You will be notified if your right to withdraw will be delayed. You agree that ECCU or any contracted correspondent bank location is not liable for differences in sealed bag deposits made over-the-counter. You understand that all deposits are subject to verification and agree that if our count differs from yours, our figure will be the correct one.

**DISCLOSING INFORMATION** We may disclose information about your accounts to credit reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information. We also disclose information about your account to third parties:

- When it is necessary for completing transactions;
- To verify the existence and condition of your account for the third party, such as a credit bureau or merchant;
- To comply with a government agency, court order, or with request of a state or federal regulator;
- If you give us your permission; or
- At our discretion to our affiliates.

We may disclose information about your account to an account verification service if we close your account because of your unsatisfactory handling, fraud or attempted fraud, or criminal activity. Information we report usually includes your name, address, Taxpayer or Employer Identification Number (TIN or EIN), the date, and reason the account was closed. The account verification service may supply this information to others.

**DOCUMENT IMAGING** You acknowledge and agree that the credit union, at its option, may choose to create and retain electronic copies of your original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned or stored images of your records will have the same effect as the original records.

**EMAIL SECURITY GUIDELINES** If you request a transaction or send us instructions for an account using email, you authorize ECCU to act on such request without regard to any instruction or agreement between us that may require more than one (1) signature to process a transaction. Confidentiality and security are of the utmost importance. Therefore, you agree not to send member number(s), street address number(s), account number(s), Visa® credit card or Visa® Gold check card number(s), or Visa® Business check card number(s), or Taxpayer or Employer Identification Numbers (TIN or EIN) when electronically corresponding with ECCU. We are not responsible for disclosure of this information which may be included in your email to us. If you think we need this information to respond to your email, you should contact us by telephone or in writing, rather than by email. Identifying the product, service name, the last three digits of an ECCU account number, or the last four digits of a Visa® card or TIN or EIN should be sufficient for us to respond to or act on your request. Your email address will be cross-referenced at ECCU to determine your account number(s).

You agree to provide us with authorized email addresses, instructions from which ECCU can rely upon as being authorized by you. You agree that any change to an email address, after identity verification, can be made in person, by phone, from a current email address on file, secure email, or by paper request. If ECCU receives a request by email from an email address other than what is listed in your authorized email addresses, ECCU will not process the request, and further access to your account(s) may be restricted.

Certain transactions may require verification and/or your signature before ECCU can process the request. You agree that we may take a reasonable amount of time to act on any email we receive from you. Any information you receive from us in response to your email correspondence is provided on a best efforts basis and is believed to be reliable, but cannot be guaranteed. Such information does not supersede and is not provided in lieu of your statements, receipts, or disclosures that we send you. We are not responsible for any deficiencies in the accuracy, completeness, availability, or timeliness of information disseminated via email, or any investment or other decision you make using this information.

ECCU, at its discretion, may refuse to act on email requests without notice to you.

All correspondence to ECCU must be written in the English language.

You indemnify and hold harmless ECCU in the event of any of the following:

- ECCU acts upon a request by someone not authorized to use your email address(es);
- ECCU acts upon a request by someone you have given your email address to;
- Confidential information (e.g., name, account number, etc.) is captured in transit to or from ECCU and used by unauthorized person(s); or
- Your email request is never received by ECCU.

ECCU is not responsible for delays in delivery of email messages to or from ECCU. All ECCU disclosures and fee schedules apply to all email and/or electronic transactions. Any transaction request that requires signature verification must be made in person, by mail, by fax or in a format agreed upon by both you and us.

Continued use of communication via email constitutes acceptance of the terms of these email security guidelines.

**ENCODED CHECKS FOR DEPOSIT** If you encode the dollar amount of a check on the MICR line of an item you deposit with us, you must provide us with a replacement or copy of the original check(s) if the deposit is lost or destroyed. We are not liable to you if you are not able to do so. If our equipment is unable to read what we consider to be a significant number of your encoded items, we may impose additional charges. If you make an encoding mistake that results in costs, losses, or damages to us, you agree to reimburse us for our costs, losses, and damages, including attorneys' fees. We may charge such reimbursement expenses to your account. We are not liable for any claims, costs, losses, or damages you may incur when you encode your own items.

**ENDORSEMENT CHECKS** We restrict both how you endorse checks that you ask us to cash or deposit, and what you may place or have preprinted on the back of checks. You must endorse checks in the area that is 1 and 1/2 inches from the trailing edge of the back of the check. The trailing edge is the left side of the check when you look at it from the front. You must also describe information that you place or have preprinted on your checks to the area defined above. If your endorsement or information obscures our credit union's endorsement, you are liable for checks that are returned late and unpaid, and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting. Deposits made via a mobile device or tablet must bear the restrictive endorsement "for mobile deposit only." Deposits made via a scanner must bear an endorsement. You may be liable for losses due to duplicate presentation or forgery where these deposits are missing an endorsement.

**ENFORCEMENT** You understand and agree that we may delay enforcing our rights under this Agreement without losing that right or any other right. Any waiver by us shall not be deemed a waiver of other rights or of the same rights at another time. You waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement. If any of the provisions of this Agreement are determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect. You understand and agree that if it is necessary for us to take legal action in order to enforce the terms of this Agreement or to recover monies due to us from you, you will be responsible for payment of our collection costs and expenses of litigation (including attorneys' fees and court costs).

**FACSIMILE DOCUMENTATION** By sending requests, wire transfer orders, and other documentation to us via facsimile, including documentation bearing your or an authorized signer's signature, you agree and authorize us to rely and act upon such documentation as though it were the original. ECCU, at its discretion, may refuse to act on facsimile requests without notice to you. If you provide us with your facsimile telephone number, you agree to accept any notices or information from us via facsimile, and such will be deemed delivered when sent by us.

**FACSIMILE SIGNATURE** You authorize and direct ECCU to honor all checks, drafts, or other orders for the payment of money (including those drawn to the individual order of any person(s) whose names appear thereon) drawn on account(s) with ECCU that bears or appears to bear a facsimile of your signature(s) that resemble the specimen signature(s) on file with ECCU. You are solely responsible for safeguarding your facsimile signature equipment and check stock. You agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs and expenses, including attorneys' fees, arising directly or indirectly out of the misuse, or the unlawful or unauthorized use, of a facsimile signature by any person.

**FEES AND CHARGES** We may deduct amounts you owe us, such as fees and charges, from your account. See our current *Ministry and Business Account Information and Fee Schedule* for applicable fees and charges. If sufficient funds are not available, the charges are payable on demand, and will be treated as an overdraft for checking accounts.

Shared Branch locations may charge additional fees. Fees for transactions will be posted by the Shared Branch where deposits are made, if applicable.

**HEADINGS AND INTERPRETATION** We include section and paragraph headings in this Agreement to help you find terms and provisions. The headings are for convenience or reference only. They do not limit the term or provision. In some sections we give examples. The examples cover some, but not all, of the situations or items that are covered by the section.

**HOW TO REACH US** You may write us, telephone us, or email us at the addresses and telephone numbers shown on the back of this Agreement and on our website.

**INTERNATIONAL ITEMS** You understand that foreign instruments (i.e., foreign checks, foreign drafts) deposited to your account are accepted on a collection basis only and may not be treated as a deposit until collected. They cannot be imaged through Remote Deposit Capture or Image File Deposit. If these items are included in a Remote Deposit Capture or Image File Deposit, you will delay collection of these items. Items are sent for collection and are sent solely for you and at your risk, and ECCU is not liable for any event in the collection process which is beyond our control, including a default by any banks or agents involved in the collection process or for loss of the foreign instrument in transit. You may also lose collection rights if we don't have the original item to send for collection. ECCU may send the foreign instrument directly or through a correspondent to any bank, including a payor, for purposes of collection. We normally credit your account for these items after we receive payment for them. ECCU may deduct fees and charges assessed by the payor/bank and any agents involved in the collection process from the amount collected or from your account. If the collection is returned unpaid and we have credited your account, ECCU may charge your account for the amount of the item and any dividends you may have earned on it at our current exchange rate and for a collection fee together with other charges assessed by the payor bank. You should note that a foreign instrument that has been sent for collection may be returned later (sometimes months later) for fraud, and that ECCU may debit your account at our current exchange rate including fees assessed by the foreign bank for any instrument returned for fraud. ECCU makes no representations or warranties with respect to exchange rates on any international item. Collection of foreign items is subject to the Uniform Rules for Collection of Commercial Paper, International Chamber of Commerce.

Shared Branch locations only accept checks payable in U.S. dollars and payable through U.S. Financial Institutions.

**LEGAL PROCESS** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, grand jury summons, or similar order relating to your account that appears valid to us, we must comply. We may charge a legal process fee and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. If we are not fully compensated for our record research, photocopying, and handling costs by the party that served the process, we may charge such costs to your account. You agree to indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages associated with our compliance with any process that we believe to be valid.

Depending on the type of order, we either immediately deliver the funds or property, or hold them for the time specified in the legal order. We do not pay dividends on the funds during the period we hold them. If we use funds from a certificate account, they are subject to the early withdrawal penalty.

To the extent required by law, we may accept and act on any order served by mail or facsimile transmission, or delivered to the branch office where your account is held or to locations other than the branch where your account is held. We will notify you of most legal orders received unless prohibited by federal or state statute.

**NIGHT DEPOSITORY** You may place payments and deposits in the night depository located at ECCU. All contents are picked up once per day, no later than 9:30 a.m. (Pacific Time), processed, and credited to your account the same business day. All items received after the cut-off time will be processed and credited to your account the following business day. All items must be enclosed in a sealed bag or envelope. The credit union, as well as any contracted correspondent bank, is not responsible or liable if contents differ in any way from

those listed on the accompanying deposit ticket.

Night depository services are not available through the Shared Branch locations.

**NON-SUFFICIENT FUNDS (NSF)** When you do not have enough available funds in your checking, savings, or money market account to cover a check or other debit, we consider the check or other debit a Non-Sufficient Funds (NSF) item. If you have enough coverage under one of our overdraft protection plans, we transfer funds to your account to cover the item and charge you a transfer fee. (For example, if you have an NSF item in your checking account and your savings account is on file as your overdraft protection account, we would then transfer funds from your savings to checking to cover the NSF item.) If you do not have overdraft protection or enough coverage, we charge you an NSF fee and, at our option, either return the item unpaid or pay it and overdraw your account. (For additional information, see Overdraft Protection on this page.) If we overdraw your account to pay an item, you must repay us. If we pay items by overdrawing your account, we are not obligated to continue paying your NSF items. We may stop paying NSF items without notice to you. No more than six (6) automatic transfers are permitted in any calendar month from a savings account in combination with other Regulation D transactions.

Funds in your account are not available if we determine that they are subject to a hold, a dispute, or a legal process that prevents their withdrawal.

**NOTICE OF WITHDRAWAL** We may require all savings, money market, and certificate account holders to give seven (7) days' written notice before a withdrawal.

**OFFICIAL/CREDIT UNION ISSUED CHECKS** Stop payment orders cannot be placed on official/credit union issued checks. If an official check is lost, stolen, or destroyed, you will be required to execute and deliver to us the appropriate ECCU Document in such form acceptable to us. We will not be able to reissue the check (or re-credit your account, if applicable) until 90 days after it was issued and all conditions of the ECCU Document have been met. You agree to indemnify us for any loss or claim occasioned by us attempting to, or stopping payment on such check.

**OVERDRAFT LIABILITY** You are liable to us to repay any overdraft on your account. You may be charged interest on the daily amount of any overdraft on your account. If there is more than one (1) person authorized to sign on your account, each owner of the account, jointly and severally, is liable to us for any overdraft on the account, whether you signed the item that created the overdraft or not, and whether you benefited from the proceeds of the item creating the overdraft or not. By opening an account with us, you waive any provision of state law to the contrary. Any overdraft must be repaid at once. The fact that we allow one (1) or more overdrafts on an account shall not obligate us to allow another overdraft or to increase an existing overdraft and we shall not be liable for not allowing or increasing overdrafts without notice to you even though we may have previously done so.

**OVERDRAFT PROTECTION** Overdraft protection is offered to help protect your account from overdrafts and rejected items. You can link your account to another deposit account for overdraft protection. When your account balance falls below zero, we will automatically transfer available funds from your linked account(s) and charge a transfer fee. Any amount transferred will be the exact amount needed to pay the item(s) presented. If sufficient funds are not available or you have exceeded the maximum number of transactions on that account, the transfer will not be made. The owner(s) of linked accounts must be the same. A notice will be provided to confirm the transfer. Your overdraft protection will be cancelled if you or we close your linked account(s).

**OWNERSHIP DISPUTES** If we believe there is a dispute about ownership or control of your account, or if we receive conflicting claims to funds of an account you hold, we may, at our 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 our 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 our satisfaction (e.g., court order or an instruction signed by all persons claiming an interest in the account).

**PAYING CHECKS AND OTHER ITEMS** We may debit your account for a check or other item drawn on your account at the time it is presented to us for payment, or at the time we receive notice that the check or other item has been deposited for collection at another financial institution, whichever is earlier. As we process checks and other items for payment against your account, items are sorted by amount, largest to smallest, before posting. We attempt to pay the largest item first and then each subsequent item in amount order, paying only the items for which funds are available. We may receive multiple check files per day and we will post checks received in each file in this order. This may increase the number of items presented to your account against NSF's (for additional information see Non-Sufficient Funds on this page).

**PROTECTING YOUR CHECKS/ACCOUNT** To safeguard against potential misuse of your account, never leave unused checks out in the open or in an easily accessible location. Checks can be stolen and misused, so it is important for you to keep them locked in a safe place. Don't assume that missing checks are safe, even if you don't think they are stolen. If unused checks disappear, either individually or a pad at a time, call us immediately. We may require that you close your account and open a new one to prevent subsequent losses on the account due to fraud. You release ECCU of liability from losses you may incur if you do not close your account. We are not responsible for any loss or damage which results from your negligence, including, without limitation, your failure to adequately safeguard your blank checks or personal information or means of access to your account.

**PURCHASING CHECKS** You understand that we do not sell checks. As a convenience to you, we may submit your initial order and reorders for personalized checking account 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 to you and is authorized to charge your checking account for the cost of delivered checks ordered, plus applicable sales tax and delivery costs. You understand and agree that we are not responsible for the quality of any check copy that you request from us. In addition, we are not responsible for any checks paid or not paid as a result of quality or printing errors. You agree to bear the risk of loss if you use checks that contain defects, such as printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial (check) numbers. We reserve the right to refuse to accept defective checks or checks from certain check-printing vendors in our sole and absolute discretion.

**RECORDING CONVERSATIONS** You understand and agree that we may record the conversations our employees have with you at any time without any further notice to you. We do this from time to time to monitor the quality of service and accuracy of information our employees give you and to ensure that your instructions are followed.

**REPORTING PROBLEMS** If you lose your checks, contact us immediately. If you find that your records and ours disagree, you must contact us immediately. You agree that you shall exercise reasonable care and promptness in examining all statements and that you must notify us promptly in writing of any error or unauthorized payment including, but not limited to, an altered item or an unauthorized signature or transaction. If you delay in examining your statement or in reporting a problem, it may affect our ability to resolve the problem, and you may be liable for losses that occur. If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized

payment against us if: (1) we suffer a loss on the item because of your failure or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us. Except as otherwise set forth in this Agreement and Disclosure, notification must be made within thirty (30) days of the date of the statement. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and us to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item six (6) months or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item. If you suspect that a check or endorsement is forged or altered, or that an unauthorized person is using your account, please see Suspected Forgeries or Alterations; Unauthorized Transactions on this page.

**RETURNED ITEMS** If a check, or the item you deposit or we cash, is returned to you for any reason, we may charge your account for the amount of the item, for any dividends you have earned on it, plus a handling fee. If the returned item is an international item, we may charge you for the difference or loss between the exchange rates at the time the item was deposited and the time the item was returned. We will mail a notice to the address you gave us for your account, or make available electronically. We will re-clear checks deposited that are returned unpaid if they are \$100.00 or less and were returned for the reason of "Non-Sufficient Funds" or "Uncollected Funds." When an item has been returned a second time, the item will be charged to your account.

**RIGHT OF SET-OFF** We may set-off funds in your account for any direct, indirect, and/or acquired obligations which any owner owes us, to the fullest extent permitted by law and regardless of the source of the funds in the account. You understand that you are pledging any and all funds on deposit in your account(s) as collateral security for any amounts you owe or will owe us. In the event that a negative balance is created in your account (whether due to ATM activity, returned deposit activity, NSF check activity, ECCU-imposed fees and charges, or otherwise) or you have other outstanding financial obligations of any kind owed to us, which are in default, we may transfer funds to cover such negative balance or other outstanding financial obligations from any other deposit account in the businesses' name and/or in the name of any of the businesses' owner's personal account(s) (excluding IRA accounts) with us, including accounts upon which the business owner is a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default. Further, a pledge of funds by any one (1) authorized signer will be binding on you. If the funds we apply to satisfy an obligation to us are in a certificate account, we may also assess an applicable early withdrawal penalty.

**SAFE HARBOR** Federal law [31 USC 5318 (g)(3)] provides that a financial institution and its directors, officers, employees, and agents who make a disclosure of any possible violation of law or regulation, including in connection with the preparation of suspicious activity reports, "shall not be liable to any person under any law or regulation of the United States, any constitution, law, or regulation of any State or political subdivision of any State, or under any contract or other legally enforceable agreement (including any arbitration agreement), for such disclosure or for any failure to provide notice of such disclosure to the person who is the subject of such disclosure or any other person identified in the disclosure."

**STALE-DATED AND POSTDATED CHECKS** If a stale-dated check (a check dated more than six (6) months in the past) is presented for payment against your account, we may pay the check and charge it to your account. If a postdated check (a check dated in the future) is presented for payment against your account, we may pay the check and charge it to your account even if it is presented for payment before the date stated on the check. If you do not want us to pay a stale-dated or postdated check, you must place a stop payment order on it.

**STOP PAYMENT ORDERS** You may ask us to stop payment on a check or other debit if it has not already been paid and your request is timely and affords us a reasonable opportunity to act upon it under our rules. To stop payment on a check, we need the account number, exact amount of the check (both dollars and cents), and check number. If you give us the wrong amount or the wrong check number, we may pay the check. We may also request the name of the person who signed the check and/or the name of the party to whom the check was made payable.

You may request a stop payment order by mail or by telephone or, with our advance permission, by certain electronic delivery services we offer. A stop payment order is effective for six (6) months, but it lapses after 14 calendar days if the original order was oral and you do not confirm in writing, or in a manner acceptable to us, within that period. A stop payment order takes effect after we verify that the check or other debit is unpaid and we have had a reasonable time to act on it. We charge a stop payment fee for each stop payment order.

You may cancel the order any time by mail or by telephone or, with our advance permission, by certain electronic delivery services we offer. We cancel the order automatically when the account on which the check is drawn is closed. The stop payment order (for non-oral requests) expires after six (6) months, unless you renew it in writing before the stop payment order expires for additional six-month periods. If the check is presented for payment after the order expires, we may pay the check. Stop payments on an other debit transaction, which could include an ACH transaction, expire when (1) the account holder requests the removal of the order, or (2) after the identified item has been returned.

In some cases, we may pay a check even if a stop payment order is in effect. If another person or entity becomes a "holder in due course" of a check that you ask us to stop, we may still pay the check (for information and restrictions on stopping payments on transfers initiated via an electronic delivery service, see ECCU's *Online Banking Agreement*). We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. You agree to indemnify, defend, and hold us harmless for all claims, actions, and damages related to or arising from our action in stopping payment of any check pursuant to your request. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. You may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by us.

**SUSPECTED FORGERIES OR ALTERATIONS; UNAUTHORIZED TRANSACTIONS** Notification is required if you suspect that a check or endorsement is forged or altered or that an unauthorized person is using your account. You understand and agree that you are precluded from asserting the error or unauthorized payment against us if we: (a) suffer a loss on the item because of your failure, or (b) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us. Notification must be made within 30 days of the date of the statement. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply, and the loss on the items will be allocated between you and us to the extent our respective actions contributed to the loss. If you fail to report any unauthorized item one (1) year or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item. If you did not maintain proper controls over your account, we may deny a claim for money you lost because of forged, altered, or unauthorized checks.

If you report to us that a forgery, alteration, or other unauthorized transaction has occurred on your account, you agree to cooperate with us in the investiga-

tion of your claim. This includes giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You also agree to file a crime report against any suspected wrongdoer, if we request that you do so.

You agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your account or your checks, and to provide us with all reasonable information about your coverage. Our liability, if any, is reduced by the amount of all insurance proceeds you receive, or are entitled to receive.

You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any loss you claim, and that we have no obligation to provisionally credit your account during our investigation.

We are not liable for any items that are forged or altered in such a way that we cannot reasonably detect the forgery or alteration. In the case of a forgery, alteration, or other unauthorized withdrawal, our maximum liability is the lower of your actual damages proved or the amount of the forgery, alteration, or other unauthorized withdrawal, reduced by the amount of damages that would not have been realized if you had used ordinary care. When handling an item, our maximum liability for our failure to exercise ordinary care in handling such item shall not exceed the amount of the item. **IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS AND/OR OPPORTUNITY, AND WE SHALL NOT BE LIABLE FOR YOUR ATTORNEYS' FEES.**

For organization accounts, you should not allow the same person to both write checks and reconcile or review your account statement. Assigning these functions to separate individuals helps prevent unauthorized use of your account. You also should monitor these activities frequently.

**SUSPICIOUS ACTIVITY** We are required by law to report to the government any transaction conducted by any individual, business, or other organization that we suspect is illegal. We report suspected illegal activity without notice to our account owners.

**TRANSFERRING FUNDS** We may transfer funds between your accounts, transfer your accounts to other branches, and take other action on the oral, written, or electronic instructions, as applicable, of any signer. We may require written authorization for some actions. You understand and agree that no transfer will be made unless there are sufficient funds available on deposit or sufficient credit available at the time of transfer. You agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on business days. If a transfer is to occur on a non-business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will not occur.

**TRANSFERRING OWNERSHIP** You may not transfer ownership of an account to another party unless we close the account and open a new account in the name of the new account holder.

**UNCLAIMED PROPERTY** California law requires us to turn over any dormant account to the state. Your account is dormant if you have not performed at least one (1) of the following activities in the past three (3) years:

- Made a deposit or withdrawal;
- Written to us about the account; or
- Otherwise shown an interest in the account, such as asking us to keep the account active.

Cashier's checks and credit union checks will also be considered unclaimed property if not negotiated within three (3) years, unless the owner corresponds with the credit union electronically or in writing. Before we turn over your account, we send a notice to the address we currently show for your statement. If mail we previously sent you was returned, we do not send this notice. If you have an address on file for a state other than California, that account will be subject to the Unclaimed Property Laws of that state. Accounts with foreign addresses will default to California Unclaimed Property Law. The State of California is also required to send you a notice regarding your dormant account before funds are sent to the State.

**UNLAWFUL INTERNET GAMBLING** Restricted transactions are prohibited from being processed through your account or relationship with ECCU. Restricted transactions are those in which a person accepts credit, funds, instruments, or other proceeds from another person in connection with unlawful Internet gambling.

**USA PATRIOT ACT** Important information about procedures for opening a new account: Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and entity who opens an account and transacts business on said account. When you open an account, we will ask for your legal name, physical address, date of birth (for individuals), identification number, and other information that will allow us to identify you or your entity.

**VENUE/ATTORNEYS' FEES** Except where prohibited by law, venue for any action concerning this Agreement will be Orange County, California. If we are required to collect amounts you owe us, you agree to pay our reasonable attorneys' fees and costs whether or not we file a lawsuit against you to collect these amounts.

#### **TRANSACTION LIMITATIONS FOR ALL SAVINGS AND MONEY MARKET ACCOUNTS**

Preauthorized, automatic, telephone, and online banking withdrawals and/or transfers are limited to six (6) per calendar month. For money market accounts, no more than six (6) transactions can be checks paid against the account. There is no limit to the number of withdrawals requested in person, by mail, by ATM, or by messenger. Also, there is no limit to the number of withdrawals requested by telephone when we issue an official credit union check payable to you. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure or conversion to a checking account. A fee may be assessed if you exceed the allowed transfer limitations.

#### **SPECIAL TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS**

You affirm that you are duly appointed and acting in the capacity of Trustee, Executor, Administrator, Guardian, or Conservator. By the authority vested in you, you are acting individually or jointly, authorized and empowered to transact business of any character in connection with this account. Your authority shall continue in force until written notice to the contrary is received by you. You affirm that you have the authority to pledge any or all funds on deposit in the account(s) and such pledge shall be binding upon you and the account(s). Fiduciary accounts are not subject to the Multiple Party Accounts Law.

#### **SPECIAL TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS**

You affirm that you are the sole proprietor of the sole proprietorship named on the appropriate documentation, forms, or instructions in such form acceptable to us. We may accept and/or endorse checks made payable to you or to the sole proprietorship named on the ECCU Document that we receive for deposit. We may pay out funds in accordance with the appropriate documentation, forms, or instructions in such form acceptable to us that we have on file as executed by you. You affirm that you may pledge any or all of the funds on deposit and such pledge shall be binding upon you and the account(s). Sole proprietorship

accounts are not subject to the Multiple Party Accounts Law.

#### **SPECIAL TERMS AND CONDITIONS APPLICABLE TO ALL CORPORATE PARTNERSHIP AND UNINCORPORATED ASSOCIATION ACCOUNTS**

You affirm that you have the authority to pledge any or all funds on deposit in the account(s) and such pledge shall be binding upon you and the account(s). Corporate, partnership, and unincorporated association accounts are not subject to the Multiple Party Accounts Law.

#### **SPECIAL TERMS FOR ACCOUNTS WITH A CHECKING FEATURE**

We may pay and charge to your applicable checking account check(s) drawn and payable to any person, organization, association, or corporation whom you have authorized. We will do this by providing sample MICR-encoded information identifying your account, provided there are sufficient funds in your account for such check(s). You agree that our rights in respect to such check(s) shall be the same as if it were check(s) drawn and signed by you personally. This authority shall remain in effect until you have provided written notice revoking this authorization to the agency to which the sample MICR information was provided, and until we have reasonable opportunity to act upon it. You agree that we shall be fully protected in honoring such check(s). You further agree that if any such check(s) are dishonored, with or without cause, and whether intentionally or inadvertently, we shall be under no liability whatsoever, even if such dishonor results in the forfeiture of insurance, loss, or damage to you of any kind. If we have paid a check under circumstances giving a basis for objection by you, we shall be subrogated to the rights of: (a) any holder in due course on the check against the drawer or maker; (b) the payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and (c) the drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose. We may, without liability, accept, pay, guarantee, or charge checks to the account in any order convenient to us. In the event of wrongful dishonor which occurs by mistake, our liability shall be limited to actual damages that you prove. The measure of damages for failure to exercise ordinary care in handling a check is the amount of the item reduced by an amount that could not have been realized by the use of ordinary care. In the event of a dishonor of any check, share draft, or other debit on your account, our determination of whether sufficient funds exist in your account may be made at any point between the time the item is received and the time it is returned. If we have made good faith payment to a holder, we may charge your account according to: (a) the original terms of your check; or (b) the terms of your completed check unless you have notice that any such completion is improper. All checks written on your account must be written in English and drawn in U.S. dollars. Due to our use of automated means to process checks and other items written on or deposited to your account, we do not assume a duty to enforce multiple signature requirements with respect to checks. If you indicate on your checks or your ECCU Documents that more than one signature is required for withdrawal of funds, you agree that we may disregard such instructions with respect to checks that are processed by automated means. In such case, you agree that we may pay out funds from your account if the check is signed by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

#### **SPECIAL TERMS FOR CERTIFICATE ACCOUNTS**

Terms are available from ninety (90) days to five (5) years. This account is not transferable.

**RENEWAL** Your certificate account will automatically renew at maturity. We reinvest both principal and dividends, unless you elect to have your dividends disbursed. The term for this reinvested deposit is the same length as the previous term of your account, except in the case of certain promotional certificates. The dividend rate on the reinvested deposit is the rate we offer on the maturity date for the amount and term of the reinvested deposit.

**GRACE PERIOD** You may make a deposit, withdrawal, or change the length of the term once during the grace period. The grace period begins on the maturity date. The grace period is five (5) calendar days for terms up to ninety (90) days and ten (10) calendar days for terms of ninety (90) days or longer. The grace period ends the day you make a withdrawal, deposit, or give notice to change the term of your certificate. If the grace period ends on a weekend or credit union holiday, you may make a deposit, withdrawal, or change through the last business day before the grace period ends. The dividend rate we pay during the grace period is the rate we offer on the maturity date for the amount and term of the deposit.

**ADDITIONAL DEPOSITS** Unless otherwise stated on the face of the certificate account notice, deposits are not allowed except during the grace period. You may open additional certificate accounts whenever you wish.

**DISBURSING DIVIDENDS** At your option, you may have your dividends disbursed monthly, quarterly, or year-end, or if your certificate has a term of one (1) year or less, you may instruct us to pay dividends at maturity. You may request your dividends to be disbursed in the following ways:

- Disbursed to your ECCU checking, savings, or money market account;
- Disbursed to you by official credit union check

**TAX-DEFERRAL OPTION** If your account has a term of one (1) year or less, you may select the tax-deferral option. This option allows you to defer the reporting of dividends for tax purposes until the calendar year in which the account matures. If you select this option, you may not withdraw accrued dividends prior to maturity without an early withdrawal penalty. At maturity, you may have us reinvest or disburse dividends.

**EARLY WITHDRAWALS** If any of the deposit is withdrawn before the maturity date, we will charge you an early withdrawal penalty and a processing fee. Paid dividends in the account may be withdrawn with no penalty or processing fee. Certificate term penalties are calculated as follows:

#### **Certificate Penalty**

Maturity less than 12 months = 90 days of dividends

Maturity 12 months or greater = 180 days of dividends

An early withdrawal penalty may require us to reduce principal. The early withdrawal penalty will be calculated on the amount withdrawn in excess of any paid dividends in the account. The original terms of the certificate will remain in effect for any remaining amount after the withdrawal. Any remaining amount after the withdrawal which is less than the minimum balance for the certificate account must be withdrawn by you or we will transfer the amount to your checking account. We will waive penalties on the death of an owner or as permitted or required by law.

#### **DIVIDENDS (INTEREST) ON YOUR FUNDS**

**NATURE OF DIVIDENDS** Because we are a credit union and you are a member/owner of ECCU, we pay dividends instead of interest. Dividends are declared and published by the Board of Directors and are based on available earnings after required transfers to reserves at the end of the dividend period.

**DIVIDEND RATES** Dividend rates and corresponding Annual Percentage Yields

(APY) are published on the *Dividend Rate Schedule*. You may obtain current rates any time by calling us at the phone number listed on the back of this Agreement or you can locate this information on [www.eccu.org](http://www.eccu.org). Dividend rates offered are subject to change without notice.

**ANNUAL PERCENTAGE YIELD EARNED (APYE)** An APYE calculation will appear on your periodic statement. The APYE incorporates all rate changes that occur during a period. It also produces a single composite figure for tiered-rate accounts and accounts with a minimum daily balance to earn the APYE requirement.

**DIVIDEND-BEARING CHECKING, SAVINGS, AND MONEY MARKET ACCOUNTS** Your dividend rate and APY may change. At our discretion, we may change the dividend rate daily. We compound dividends daily. For dividend-bearing checking and money market accounts, we pay dividends monthly on the last day of each month. For savings and IRA money market accounts, we pay dividends monthly on the last day of each month. If you close your account before dividends are credited, you may not receive the accrued dividends. We use the daily-balance method to calculate the dividends on your account and the minimum balance required, if any, to avoid a service fee. This method applies a daily periodic rate to the principal in the account. The rate we pay depends on the tier into which the daily balance in your account falls. A tier is a range of account balances, and different rates may apply to each tier. Some accounts may be paid with a split rate. Deposits in these accounts earn interest for the portion of the balance within specified tiers. When you make a deposit, dividends begin to accrue no later than the business day we receive provisional credit for non-cash items (for example, checks).

**CERTIFICATE ACCOUNTS** The dividend rate on certificate accounts is fixed for a specific period of time, called a term. The dividend rate is based on the dividend rate in effect at the time you make the deposit. We compound dividends daily and will pay dividends quarterly on the last day of each quarter unless otherwise stated. Upon your request, you may have your dividends paid monthly, annually, or at maturity. We use the daily-balance method to calculate the dividends on your account and the minimum balance required, if any, to avoid a service fee. This method applies a daily periodic rate to the principal in the account. When you make a deposit, dividends begin to accrue no later than the business day we receive provisional credit for non-cash items (for example, checks). The APY that applies to your account is based on the assumption that dividends remain on deposit until maturity. Withdrawal of dividends before maturity will reduce earnings.

**STATEMENTS** For checking and money market accounts, you will receive a monthly statement. For savings, certificate, and loan accounts, you will receive a quarterly statement. All accounts under your ECCU Documents will be combined into one (1) statement unless you request otherwise. If you have a checking or money market account and receive combined statements, you will receive all your accounts on a monthly statement. For savings, you will receive a statement after the end of each month in which you have a preauthorized, ATM, Visa® Business Check Card, or telephone transaction. If statements we mail to you are returned, we may destroy them. You have the right to opt out of receiving paper statements. If you choose to opt out of paper statements you agree to receive any notices or messages through online banking that would normally be delivered to you in the mail with your statement. Examples of such notices include but are not limited to a change in terms notice. These notices may be effective as soon as they are posted online. It is your responsibility to log into online banking and review your statements in a timely manner if you opt out of paper statements. You may obtain an interim statement or an additional copy of your statement for a fee. Account information is also available at [www.eccu.org](http://www.eccu.org).

#### **FUNDS TRANSFER SERVICES**

The following provisions apply to funds transfers (Automated Clearing House (ACH) or Wire Transfers) you send or receive through us. For ACH transfers, you must have a separate ECCU Document on file with us for these services and the following provisions supplement, but do not contradict that ECCU Document. The Uniform Commercial Code includes provisions relating to funds transfers, specifically Article 4(a). These provisions do not apply to an electronic funds transfer, any part of which is governed by the Electronic Funds Transfer Act of 1978 (as amended from time to time), which is referenced in the Electronic Financial Services section of this Agreement.

**Automatic Funds Transfer Services** With this service, you may have funds transferred automatically from:

- Your ECCU checking, savings, or money market account to your other ECCU checking, savings, money market, or loan account.
- Your ECCU checking, savings, or money market account to your account maintained at another financial institution.
- Your account maintained at another financial institution to your ECCU checking, savings, money market, or loan account.

In most cases, we make transfers on the date and for the amount that you specify. For transfers that involve another financial institution, a scheduled transfer that falls on a day other than a business day will be made on the next business day. You may cancel this service or change the amounts of your transfers at any time prior to the submission of the transfer request.

**Fedwire** Fedwire is the funds transfer system of the U.S. Federal Reserve Bank. When you send a payment order or receive a funds transfer, we or other banks involved in the funds transfer may use Fedwire.

**ACH System** is the Automated Clearing House network. You may either initiate or be the recipient of funds transfers via the ACH network.

**Governing Law** If any part of a funds transfer is carried out by Fedwire, your rights and obligations are governed by, but are not limited to compliance with, Regulation J of the U.S. Federal Reserve Board and OFAC regulations. ACH rules will govern ACH transfers. The rights, duties, and liabilities of parties to this agreement shall also be subject to the California Commercial Code and the laws of the State of California.

**Cut-off Times for Funds Transfers** Unless otherwise provided by the credit union, the cut-off time for processing payment orders are as follows:

- Wire transfers – 2:00 p.m. (Pacific Time)
- Foreign exchange payment orders – 12:30 p.m. (Pacific Time)
- ACH transactions – 12:00 p.m. (Pacific Time)

We may treat payment orders we receive after a cut-off time as if received the next business day.

#### **SENDING FUNDS TRANSFERS**

You may give us instructions to pay money or have another bank pay money to the beneficiary. The beneficiary may be you or another person or entity. We may charge your account for the amount of any funds transfer initiated by you or by any authorized signer or other authorized party with the right of access to the account from which the funds transfer is to be made.

**Security Procedures** You agree that your instruction for a funds transfer shall be carried out using security procedures to verify that a payment order, or a

communication amending or cancelling a payment order, is yours and is further not intended to detect any error in the transmission or in the content of the payment order or communication. Such procedures may include identifying words or numbers, dual authorization, call-back procedures, special codes, or any other kind of procedure designed to ensure the funds transfer is an authorized instruction. You agree that such security procedures are commercially reasonable. You acknowledge that such security procedures are for your protection and are confidential, and are to be held and maintained by you securely. You will assume all losses should the security procedures be breached by you in any manner or should you not respond to them timely. If a funds transfer request is carried out by use of the commercially reasonable security procedures, the credit union is released of all liability and responsibility for any losses or expenses.

**Non-Acceptance of Payment Orders** We shall not accept nor execute, and may reject any payment order if:

- The account from which it is to be made does not contain sufficient available and collected funds;
- The payment order is not authorized or does not comply with applicable security procedures; or
- In the exercise of good faith, we have reasonable cause for rejecting the payment order.

**Notice of Rejection** If we reject, do not accept, or do not execute a payment order, we shall notify you orally, electronically, or in writing. We are neither liable to you for the rejection, nor obligated to pay you dividends, for the period before you receive notice of rejection.

**Errors on Payment Orders and Electronic Stop Payments** We notify you about funds transfers sent by listing them on your account statement. You must notify us at once if you think a funds transfer on your statement or notice is incorrect. You must send us written notice, or send us notice in a manner acceptable to us, including a statement of relevant facts, no later than thirty (30) days after the date you receive the first statement or notice on which the error appeared. If you fail to notify us within the thirty (30) day period, we are not liable for any loss of dividends as a result of the error. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of dividends. For recurring payments, we must receive the notification to stop the transaction at least three (3) business days before the scheduled payment. Corporate account ACH entries sent via the ACH network must be disputed within twenty-four (24) hours.

**Identifying Beneficiaries and Banks** You must accurately identify the beneficiaries of your payment orders. If you give us the name and account number of the beneficiary, we and other banks may process the payment order based on the account number alone, even though, despite our security procedures, the number may identify a person other than the beneficiary named. You must also accurately identify the beneficiary's bank, and if you specify them, intermediary banks. If you give us the name and identifying number of a bank, we and other banks may process the payment order based on the bank's identifying number alone, even though the number may identify a bank other than the bank named. This means that you will be responsible if the funds transfer is completed on the basis of the identifying account number you provided to us. If you give us 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 you 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 you provided. You agree to hold the credit union harmless in carrying out the instructions of the payment order. If the correct person does not receive payment, you remain obligated to pay us the amount of your payment order.

**Amending or Cancelling Payment Orders** You have no right to amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request, but we are not liable to you if, for any reason, a payment order is not amended or cancelled (fees may apply). You agree to reimburse us for any costs, losses, or damages that we incur in connection with your request to amend or cancel a payment order. In any event, we will not credit funds until we confirm the recipient has not received funds and any funds transmitted have been returned. We have no obligation to re-execute any rejected or returned transfer order. We will credit any account following return or rejection. Any credit may not be equal to the original amount due to, for example, differences in foreign currency exchange rates, cable fees, our expenses, or expenses of other institutions. In addition, we will have no obligation to pay interest on any cancelled, returned, or rejected transfer order.

**Our Liability** For funds transfer requests subject to either article 4(a) of the Uniform Commercial Code, or Regulation J, or U.S. laws and OFAC regulations, we are not liable for any expense, claim, loss, damage, or cost (collectively "damages") other than those required to be paid under article 4(a) or Regulation J, as applicable, and to the extent provided in any separate agreement you have on file with us for the type of funds transfer.

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

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

**Fees and Charges** You agree to pay any telephone charges you incur or any fees assessed by your Internet Service Provider for accessing your accounts through any electronic service we offer. Our charges for the funds transfer services will be computed in accordance with the current *Ministry and Business Account Information and Fee Schedule*. Fees may be directly charged to any of your accounts at ECCU.

**Interest** If we become obligated under Article 4A of the Uniform Commercial Code as adopted by California to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account with us to which the funds transfer should have been made or from which the funds transfer was made.

## RECEIVING FUNDS TRANSFERS

We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system such as an ACH system or through some other communications system.

**Notice of Funds Transfer** We notify you that we have received funds transfers by listing them on your account statement. Under the Operating Rules of the National Automated Clearing House Association, which are applicable to the ACH transactions involving your account, we are not required to give next-day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide you. We send statements by mail or in the format you have agreed to. If you are expecting a funds transfer and want to find out if it has been credited to your account, call us during normal business hours, or you can obtain this information by accessing online banking. We are not obligated to pay you dividends for the period before your account has been credited.

**ACH Provisional Payment Rule** Under ACH rules, funds transfers sent through ACH are provisional and may be revoked prior to final settlement. You agree to these rules. If the funds transfer is revoked before final settlement and we credit your account for a provisional funds transfer but do not receive final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; we notify you of these credits and any applicable fees on your account statement.

## INFORMATION APPLICABLE TO SENDING AND RECEIVING FUNDS TRANSFERS

**Exchange Rates** In the event a funds transfer that has not originated in the United States is received, you assume the gain/loss related to the foreign exchange conversion, if applicable. Transactions processed in foreign currency denominations are subject to daily changes in exchange rates. You agree that ECCU, at its discretion, determines the exchange rate for your transaction without notice to you. You assume all risks relating to or arising from fluctuations in the exchange rates. If for any reason the funds transfer is returned, you agree to the exchange rate as given by ECCU, less any applicable fees or charges, including those that may be charged by any financial institution involved in the transaction.

**Circumstances Beyond Our Control** Without any liability to you, we may not act on or may delay acting on a payment order, or we may not credit or may delay crediting a funds transfer to your account, if any of the following occur:

- Legal constraint
- Interruption of communication facilities
- Equipment failures
- War
- Emergency conditions
- Other circumstances beyond our control
- Potential violation of any guideline, rule, or regulation of any government authority

**Rejection of Funds Transfer Requests** We may, in our sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to our satisfaction or which we reasonably believe may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; or (4) involves funds subject to a lien, hold, dispute, or legal process pending their withdrawal. You understand and agree that we shall incur no liability for any loss occasioned by our refusal to accept any funds transfer order. You agree not to initiate any wire transfer, ACH entry, or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

**Same Day ACH Deposits/Withdrawals** Improvement and modernization of the U.S. payments systems is providing for faster receipt of electronic Direct Deposits as well as faster electronic withdrawals, authorized by you. Merchants or billers may offer the option of collecting on the authorized payment that same-day, which is notice to you that the merchant or biller intends to collect/process that transaction as quickly as possible. Deposits and withdrawals to your account may be made throughout the business day which will in turn provide more accurate information about your actual available account balance. When authorizing electronic withdrawals to your account, you should always have sufficient funds available to cover every payment you make, authorize or initiate.

**Unauthorized Payments** You understand and agree that, in case of unauthorized or improper ACH debit activity on your account, you must complete and sign the credit union's affidavit of unauthorized or improper ACH debit activity.

## ELECTRONIC FINANCIAL SERVICES

ECCU offers electronic financial services that allow you to electronically transfer money to or from your checking, savings, money market accounts, or loan accounts. These services include the ECCU Visa® Business Check Card, online banking, and preauthorized electronic transfers. This section describes these electronic services with the exception of online banking. Use and terms of our online banking service are disclosed in ECCU's *Online Banking Agreement*, which is available on ECCU's website at [www.eccu.org](http://www.eccu.org). Note: You agree to take appropriate and necessary measures to ensure confidentiality of your User Identification Number and Access Code for all applicable electronic financial services.

## GENERAL

**Our Liability** If we do not properly complete an electronic funds transaction to your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if (1) circumstances beyond our 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 ours, you do not have enough money in your account (or sufficient collected funds) to make a transaction; (3) the funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment; (4) we have received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner); (5) the ATM, POS terminal, online banking, or other electronic services system contemplated hereunder was not working properly and you knew about this breakdown when you started the transaction; (6) the ATM where you were making the transaction did not have enough cash or cash in the denominations you requested; (7) your ATM Card, Visa® Business Check Card, or check(s) has been reported lost or stolen, or your card has expired, is damaged so that the terminal cannot read the encoding strip, has not been activated, is inactive due to non-use, is retained by us at your request, or because your card, or online banking PIN has been repeatedly entered incorrectly; (8) the transaction would exceed your line of credit limit or Visa® limit; or (9) our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system. There may be other exceptions.

**Confidentiality of PINs and Cards** The following conditions must be observed

for both the privacy and protection of your account and of the electronic funds transfer system(s):

- (1) You and all Users must keep your card(s) and PIN(s) in a safe place and permit no unauthorized person to use them;
- (2) You and your Users must not (a) tell any unauthorized person your PIN(s), (b) write your PIN(s) on your card(s), (c) write your PIN(s) on a separate piece of paper and keep it in your purse or wallet with your card, or (d) otherwise make it available (through theft, your own negligence, or otherwise) to anyone else;
- (3) You must tell us immediately of any loss or theft of your card(s) and/or PIN(s);
- (4) If you authorize us to issue a card, PIN, or any other access device to anyone else, you authorize the individual to withdraw funds from any account which can be assessed with the card, PIN, or other access device, regardless of whether that individual is authorized to withdraw money from the account by any means other than by the card, PIN, or other access device. If you give your card, PIN, or other access device to anyone, any withdrawal or transfer by that person will be considered authorized by you.

**ONLINE BANKING** By a separate ECCU Document, you may access and use our services through our Internet website, [www.eccu.org](http://www.eccu.org). Our online banking services include, but are not limited to, account data access, funds transfers, account reconciliation, information reporting, ACH, Bill Pay, and wire transfers. For further information, contact us at the number on the back of this publication or visit us at [www.eccu.org](http://www.eccu.org).

**VISA® BUSINESS CHECK CARD** By a separate ECCU Document, you may request a Visa® Business Check Card. This card may be used to make deposits, obtain cash, transfer funds, inquire on your balance, and pay for purchases at participating ATM/POS and Visa® merchant locations. See the reverse of the card for participating networks. A PIN is issued to you and is required to perform ATM and some POS transactions. Purchases made at Visa® merchant locations and cash withdrawals over the counter at Visa® financial institutions may not require the use of your PIN. Instead, you may be asked to sign a receipt and provide identification. A Visa® Business Check Card may not be used for illegal transactions. We reserve the right to set a lower dollar limit for ATM, POS, and purchases occurring during an interruption in the electronic connection between the merchants and the credit union or any other person or entity, or for any other reason which we deem to be in the credit union's best interest. Refer to the Visa® Business Check Card information that is sent along with the card for transaction limitations and additional services offered. You may also make deposits at CO-OP ATMs. Contact ECCU for a current directory of deposit-taking locations or visit [www.eccu.org](http://www.eccu.org).

## VISA® BUSINESS CHECK CARD — ATM AND POS GENERAL TERMS

**Availability** The availability of POS terminals, ATM machines, and account access is subject to change without notice. All transactions may not be available at every location.

**Fees Assessed by Others** An ATM and POS retailer may impose a fee at the time of the transaction as posted at the machine or terminal.

**Holds on Deposited Funds** Funds deposited in any account may not be available for immediate withdrawal. Funds are generally available two (2) business days after the business day you make your deposit. We may delay the availability of your deposits (for additional information, see Availability of Funds, page 3).

**Incorrect Personal Identification Number (PIN)** Entry of the wrong PIN that exceeds the allowable attempts during any day (or weekend) may result in the capture of your card as a security measure. Card replacement will be subject to a fee and may require two (2) weeks for delivery.

**Transaction Records** You will receive a receipt at the time you complete any transaction at a POS or ATM terminal (at some terminals, a receipt will be available only upon request). Financial institutions are not required to provide a receipt for electronic fund transfers of \$15.00 or less.

There is a daily limit for the number of purchase transactions you can make using your card.

**Verification and Posting of Transactions** ATM and POS transactions made no later than 3:00 p.m. (Pacific Time) on any business day are posted to your account immediately. Transactions made after 3:00 p.m. (Pacific Time), on a day other than a business day will be posted no later than the following business day. Purchases at Visa® merchant locations and withdrawals at Visa® financial institutions (over the counter) are authorized against your available balance and, in some cases, against your address information. You understand that some participating merchants (such as hotels, car rental companies, restaurants, or gas stations) may initiate electronic notices seeking validation of the card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. We may place a hold against your account for the anticipated amount. The hold may remain in effect from the time the notice is received by us up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from your account. Upon approval, we place a preauthorized hold on the corresponding amount in your account. These funds are held until the approved transaction is presented and posted to your account or until three (3) days elapse, whichever occurs first. All transactions are subject to verification and collection, and receipts are binding only after verification. We are not responsible for delays in posting transactions made at ATM or POS or Visa® locations.

**VISA® INTERNATIONAL TRANSACTIONS** A Visa® International Transaction Fee is assessed by Visa® on all debit card and check card transactions conducted in countries other than the United States. The converted transaction amount is shown separately from the Visa® International Transaction Fee on your statement. This fee is assessed on all international purchases, credit vouchers, cash advances, and ATM withdrawals. This fee also applies to ATM or other withdrawals at locations outside the United States where U.S. dollars are dispensed or received.

The exchange rate for transactions in a foreign currency is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date. This exchange rate may vary from the rate Visa® itself receives or the government-mandated rates in effect for the applicable central processing date.

**PREAUTHORIZED ELECTRONIC TRANSFERS** If you arrange with third party to make electronic deposits or payments at regular intervals, the following provisions apply:

**Stop Payment** If you have authorized us to make regular payments out of your account, you can stop any of these payments. Call us at the telephone number or write us at the address listed on the back of this publication. We must receive your stop payment request three (3) business days or more before the payment is scheduled to be made. If you order us to stop a preauthorized payment three (3) business days or more before the transaction is scheduled and we do not do so, we may be liable for your losses or damages. We charge a stop payment fee for each stop payment order.

**Revoking Authorization** In order to revoke an electronic transfer authorization you made, you must send a termination notice to that third-party payee and complete a written statement (you can get this from us). A fee will be charged for each authorization revoked.

**Indemnification for Stop Payments and Revoking Authorization** If we do act upon your request to stop payment on an electronic transfer, you agree to indemnify, defend, and hold us harmless from any and all liability, cost (including attorneys' fees), judgments, and damages of every kind, regardless of the source. Your oral stop payment order shall be valid only fourteen (14) days thereafter unless confirmed in writing, or in a manner acceptable to us. Written or electronic orders shall be valid no longer than six (6) months. Any other debit transaction, which could include an ACH transaction, expire when (1) the account holder requests the removal of the order, or (2) after the identified item has been returned. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment.

## ELECTRONIC CHECK TRANSACTIONS

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

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

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

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

**Limitations on Dollar Amounts of Transactions** You may make Electronic Check Transactions only to the extent that you have available clear funds in your checking account plus available funds in your designated overdraft sources.

**Overdraft to Line of Credit** You understand that if you have an overdraft line of credit account in conjunction with your checking account, then you may use that line of credit to fund any overdraft on your checking account, including overdrafts caused by any Electronic Check Transactions. You understand that you may not otherwise initiate an Electronic Check Transaction to overdraft your checking account or your line of credit, if applicable. However, if you do overdraft, you authorize us to cover the overdraft on your checking account by making a cash advance from your line of credit account, if any, or withdraw funds from your savings account(s) or make a withdrawal from other accounts on which you are a joint owner. Overdrafts which cannot be honored are payable on demand and may result in termination of your account(s).

**Remotely Created Checks** If the Electronic Check Transaction involves a remotely created check, we reserve the right to accept or reject the item for deposit into any of your accounts. If you deposit a remotely created check into any of your accounts, you represent and warrant to us that you 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 you have deposited into your account, is returned by the drawee-payor bank for any reason, you agree that we may debit your account for the amount of the item, plus any applicable fees. If the debit causes your account to be overdrawn, you agree to pay the overdraw amount on our 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.

**REPORTING UNAUTHORIZED ACTIVITY** If you believe your Visa® Business Check Card, PIN, or Access Code has been lost or stolen, or that someone has transferred or may transfer money from your accounts without your permission, call us at the telephone number or write us at the address listed on the back of this publication immediately. Additionally, refer to your Visa® Business Check Card disclosure for your obligations.

**PERIODIC STATEMENTS** You will receive periodic statements, at least quarterly, showing account activity. In addition, you will receive a monthly statement for any account, which had electronic activity during the month.

**DISCLOSING INFORMATION TO THIRD PARTIES** We may disclose information to third parties about your account or electronic transactions (for additional information see Disclosing Information, page 3).

**CANCELLATION OF ELECTRONIC SERVICE** You may cancel electronic services, in whole or in part, at any time by notifying us in writing by mail or in a format mutually agreed to by both parties and by actually discontinuing use of the electronic service. **WE ARE ENTITLED TO REVOKE THE CANCELLATION INSTRUCTIONS OF ANYONE (1) ADMINISTRATOR OR AUTHORIZED PERSON(S), AND WE ARE NOT REQUIRED TO NOTIFY YOU OR OTHER USERS OF THE CANCELLATION.** Electronic services will automatically terminate if you close all of your accounts with us. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts with us. After suspension, electronic services may be reinstated once there are sufficient funds in your accounts to cover any fees and other pending transfers and debits. We reserve the right to cancel or suspend your electronic services, in whole or in part, without cause or prior notice, subject to applicable law or regulation. Cancellation of one (1) electronic service will not automatically cancel other electronic services, and cancellation of any or all electronic services will not terminate your accounts or agreements with us and will not affect your obligations hereunder or your obligations for transfers and payments made prior to cancellation. The Visa® Business Check Card is property of the credit union and must be destroyed upon cancellation of that service.

**FEES AND CHARGES** You agree to pay any telephone/mobile carrier charges you incur or any fees assessed by your Internet Service Provider for accessing your accounts through any electronic financial service we offer. Our charges for the funds transfer services will be computed in accordance with the current *Ministry and Business Account Information and Fee Schedule*. Fees may be directly charged to any of your accounts at ECCU.

## TAXPAYER INFORMATION

When you open an account, we are required to obtain from each United States

citizen or resident, a certified United States Tax Identification Number (TIN) and correct information regarding your backup withholding status and FATCA exemption, if any. When you complete and deliver to us the appropriate ECCU documents for an account, you certify under penalties of perjury that you have provided the correct TIN, backup withholding status, and FATCA exemption information (if any).

For individuals, the TIN is your Social Security Number (SSN). In the case of accounts with more than one (1) owner, we report taxpayer information for the person listed first on the ECCU Document.

For all other entities, the TIN is the entity's Employer Identification Number (EIN). Accounts held by United States corporations and nonprofit organizations qualified under section 501(a) of the Internal Revenue Code are exempt from taxpayer information reporting.

**EXEMPT FOREIGN ENTITY** Unless we are required to provide backup withholding to the IRS, accounts held by an exempt foreign entity are exempt from taxpayer information reporting, with the exception of Canadian residents. For accounts with more than one (1) owner, all owners must qualify and certify their status as exempt foreign persons.

An exempt foreign entity is required to certify its exemption status by completing the applicable certification. This certification must be renewed every three (3) years. If you fail to provide this certification, your dividend payments will be subject to backup withholding. If ECCU does withhold based on your account certification, or lack thereof, it is the member's responsibility to contact the IRS if you believe you are entitled to a refund or that we withheld in error.

**NEW ACCOUNTS/TAXPAYER IDENTIFICATION NUMBER (TIN)** We require any signer who opens a new account or who is an authorized signer on an account to provide a certified Taxpayer Identification Number (TIN) for tax reporting purposes. You authorize us to use the TIN that you give us, on the appropriate documentation, forms, or instructions in such form acceptable to us, on any new account you subsequently open (find more information on Taxpayer Information on this page).

We may open additional accounts under the same ECCU Documents on the instructions of any authorized signer. For each additional account, the TIN must be the same as the one on the ECCU Documents. The same signer(s) must sign on the new account, and only the same number of signers as designated on the original ECCU Documents may withdraw funds from the new account. If you want different signers on the new account, you must complete and sign a new ECCU Document.

**PENALTIES** If you fail to furnish a correct TIN, you may be subject to a \$50 IRS penalty. If you make a false statement that has no reasonable basis, and that results in no backup withholding, you may be subject to a \$500 IRS penalty. If you deliberately give false information, you may be subject to criminal penalties.

**REPORTING DIVIDENDS** ECCU will report dividends credited to your account as interest income on all applicable accounts to Federal and State governments, as required by law.

## PRODUCT INFORMATION AND DISCLOSURES

Accounts are subject to the agreement, terms, and conditions contained in this Agreement and ECCU's *Ministry and Business Account Information and Fee Schedule*. Dividend rates and corresponding Annual Percentage Yields (APY) are published on the *Dividend Rate Schedule*.

## CHECKING

**Analyzed Checking** An earnings allowance is granted by the credit union based on the adjusted collected balances maintained in the account throughout the cycle period. The Earnings Allowance Rate (EAR) is a variable rate, which may change at any time, at the discretion of ECCU. The EAR may vary according to various factors, including changing market rates. The new rate is established monthly and will be available to you from your account representative. It will also appear on your monthly *Account Analysis Statement*. The Earnings Allowance is applied monthly to offset the credit union's service charges and other fees for the month. If the Earnings Allowance does not offset the fees and charges, the balance owing may be assessed as a direct charge against the account.

There is an interest-based charge (subject to the maximum rate permissible by law) for negative collected balances based on the Prime Rate. The Prime Rate used for the month is the rate published in the Wall Street Journal as of the last business day of the prior month. The average negative collected balances are calculated by totaling all the end-of-day negative collected balances and dividing by the number of calendar days in the month.

Members who utilize deposit access through a correspondent may be subject to additional fees. In such cases, ECCU will waive like associated fees on the fee schedule.

**FACTS School Checking** This checking account is only available to schools that utilize FACTS Management Company and have ownership interest in the FACTS Custodial account. Members must have signed a FACTS Professional Services Agreement.

**Ministry Checking** To waive the monthly service fee on a Ministry checking account, a \$20,000 minimum balance or \$25,000 average daily balance or a \$50,000 combined balance or six (6) point-of-sale (POS) transactions per month using the Visa® Business check card are required.

Activity fees for excess checks paid, deposited items, and deposits will be incurred when the number of items "included" has exceeded the acceptable monthly limit; the actual fee will occur in the month after the activity has occurred. Check truncation is required. For information regarding account fees, refer to the *Ministry and Business Account Information and Fee Schedule*.

**Ministry Bonus<sup>SM</sup> Checking** This is an analyzed checking account. A bonus rate is included in the EAR when a Ministry Bonus Money Market, Intro Plus Money Market, or Prepaid Tuition Money Market account is maintained. If any of these money market accounts are closed, the bonus will no longer be included in the EAR, and the Ministry Bonus Checking account will convert to a standard Analyzed Checking account. For other disclosures, refer to the Analyzed Checking section above.

**Ministry Bonus Sweep Checking<sup>SM</sup>** The Ministry Bonus Sweep Checking account is linked to the Ministry Bonus Investment account. The amount swept will be in increments of \$0.01. Each day, the Ministry Bonus Sweep Checking balance will be reviewed against the Target Balance, which is set by you. If the day-end balance is greater than the Target Balance, a transfer will be made to the Ministry Bonus Investment account. If the balance is less than the Target Balance, a transfer will be made from the Ministry Bonus Investment Sweep account for the amount needed to bring the Ministry Bonus Sweep Checking balance to the Target Balance, or the entire balance of the Ministry Bonus Investment account, whichever is less.

**Small Ministry Checking** To waive the monthly service fee on a Ministry checking account, a \$5,000 minimum balance or \$7,500 average daily balance is required. To waive the monthly service fee for a Visa® Business check card requires at least four (4) transactions per month at point-of-sale (POS) locations (not at ATMs).

Activity fees for excess checks paid, deposited items, and deposits will be incurred when the number of items "included" has exceeded the acceptable monthly limit; the actual fee will occur in the month after the activity has occurred. Check truncation is required. For information regarding account fees, refer to the *Ministry and Business Account Information and Fee Schedule*.

**Zero Balance Checking** The Zero Balance account (ZBA) may be linked to an analyzed account. Balances are automatically swept to or from the designated Master Account.

## SAVINGS

**Intro Plus<sup>SM</sup> Money Market** The Intro Plus Money Market account is available to new members only, for a duration of six (6) months. At the end of the six (6) months, the account will convert to a Money Market Maximizer account. However, if a Ministry Bonus Checking account is opened during your first six (6) months of membership, then the account will convert to a Ministry Bonus Money Market account.

**Prepaid Tuition Money Market** The Prepaid Tuition Money Market account is only available to schools, and must be new money to ECCU. The account is only offered during certain periods of the year.

**Ministry Bonus Money Market** A bonus rate is included in the dividend rate when a Ministry Bonus Checking account is maintained. If the Ministry Bonus Checking account is closed, the bonus will no longer be included in the dividend rate, and the account will convert to a standard ECCU Money Market Maximizer account.

**Cash Reserves Savings Account** Every quarter in which the account-holding organization increases its balance, a growth bonus of up to 10 percent of the quarterly dividends will be paid to the account on the first business day of the following quarter. To achieve the maximum bonus, the balance in the account must grow by 2.5 percent or more. The actual bonus the account-holding organization receives will be four (4) times the growth percentage of the account balance within the quarter, multiplied by the dividends paid in the account over the course of the quarter, subject to the 10 percent maximum cap. (Example: 2.5 percent growth in dollars x 4 = 10 percent bonus, or 1.5 percent growth in dollars x 4 = 6 percent bonus.) Dividends are accrued daily and paid quarterly.

**Other Ministry and Business Savings Products** See the *Ministry and Business Account Information and Fee Schedule*.

## CERTIFICATE AND INVESTMENT ACCOUNTS

**Ministry Bonus Certificates** Terms are available from 30 days to five (5) years. A bonus rate is included in the dividend rate if both the Ministry Bonus Checking and the Ministry Bonus Money Market, Intro Plus Money Market, or Prepaid Tuition Money Market accounts are active at the time the certificate is opened. The rate established at the time the certificate is opened will remain in effect for the entire term.

At maturity, the Ministry Bonus Certificate will roll over into another Ministry Bonus Certificate for the same term, unless directed otherwise, if both the Ministry Bonus Checking and Ministry Bonus Money Market or Intro Plus Money Market accounts are active. If they are not active, the Ministry Bonus Certificate will roll over into a Corporate Certificate for the same term, unless directed otherwise.

**Ministry Bonus Investment<sup>SM</sup>** The Ministry Bonus Investment account is a high-yield investment account held at ECCU. The dividend rate offered on this account may change monthly. Dividends are compounded daily based on balances maintained in the Ministry Bonus Investment account and paid monthly by ECCU. Dividends will be paid to your Ministry Bonus Investment account on the last business day of the calendar month. If you close your account before dividends are paid, you may not receive the accrued dividends. When a transfer is made from your Ministry Bonus Sweep checking account, the investment will be made in your Ministry Bonus Investment account on the same business day. Dividends begin to accrue no later than the day funds are swept into your Ministry Bonus Investment account.

**MoneyMover<sup>SM</sup> Certificate** The MoneyMover Certificate includes one (1) penalty-free withdrawal and one (1) bump option per term. Additionally, the member may add deposits to the certificate at any time.

Withdrawals are limited to one (1) per term, up to 50 percent of the current balance. Withdrawal option may not be exercised within six (6) days of initial deposit, and must be exercised by calling an ECCU representative during normal business hours. The dividend rate in effect at the time of withdrawal will remain unchanged, unless exercising the bump option. Withdrawals over 50 percent of current principal, or any subsequent withdrawal, will be assessed early withdrawal penalties and fees. The portion of principal used in the penalty calculation will be: (a) the amount of principal withdrawn over 50 percent of the current balance for the first withdrawal, or (b) all principal withdrawn in any subsequent withdrawal during the term. The bump option is limited to one (1) per term; it must be exercised by calling an ECCU representative during normal business hours. The rate may be bumped to the latest published 15-month MoneyMover Certificate rate for the respective balance tier in the ECCU *Dividend Rate Schedule*. If the product becomes discontinued, the bump option for existing certificate holders will be tied to the 12-month certificate offer rate. The bump option cannot be exercised if the account balance falls below \$50,000. Additional deposits to the certificate principal balance are allowed at any time through online banking or a phone call to an ECCU representative. Dividend rate will not change at the time of additional funds being deposited, unless the bump option is also exercised. Dividends will not be credited until the date of maturity or closing of the certificate, whichever is earlier. Only one (1) certificate per member is allowed at any time. ECCU reserves the right to restrict additional deposits or discontinue the product at any time. At maturity, the certificate will be automatically renewed into a 12-month certificate, unless prior instructions have been received. All other terms as described in this Agreement, ECCU's *Ministry and Business Account Information and Fee Schedule*, and *Dividend Rate Schedule* apply to this product.

**Year-End Giving Maximizer<sup>SM</sup>** Unlimited deposits are allowed during the months of November through January. Deposits that result in a tier change will automatically adjust to the appropriate rate. Dividends are compounded daily and reinvested quarterly. One (1) withdrawal per calendar quarter is allowed, up to 50 percent of current account balance.

Withdrawals may not be made within seven (7) days of each other. Upon maturity, funds will automatically roll into a Year-End Giving Maximizer Certificate, unless other instructions have been provided. This certificate has a 12-month term. An excess principal withdrawal fee (\$25 processing fee plus interest penalty and closure of certificate) will be assessed if you withdraw greater than 50 percent of the account balance.

The amount of principal used in the interest penalty calculation is based on the balance in the account at the time of the withdrawal, and the interest penalty is 180 days interest.

**Other Ministry and Business Certificate and Investment Accounts** See the *Ministry and Business Account Information and Fee Schedule*.