

ABOUT YOUR

# *Credit Union* Accounts



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# TABLE OF CONTENTS

MEMBERSHIP AND ACCOUNT AGREEMENT DISCLOSURE .....	3
USA PATRIOT ACT AND CUSTOMER IDENTIFICATION PROGRAM .....	4
ACCOUNT TERMS AND CONDITIONS .....	4
LEGAL AND COMPLIANCE PROTECTION.....	4
TERMINATION/RIGHT OF REFUSAL/RESTRICTIONS ON ACCOUNT .....	5
NOTICES.....	6
YOUR DUTY TO EXAMINE STATEMENTS AND REPORT PROBLEMS .....	9
REQUESTS AND SPECIAL INSTRUCTIONS BY MEMBER.....	10
DORMANT AND ABANDONED ACCOUNTS AND UNCLAIMED PROPERTY.....	11
CREDIT AND PRIVACY ISSUES .....	12
TYPES OF ACCOUNT OWNERSHIP .....	13
TRUTH IN SAVINGS DISCLOSURE.....	16
PAYMENT OF DIVIDENDS .....	16
BYLAW REQUIREMENT TO MAINTAIN A REGULAR SAVINGS ACCOUNT "SHARE ACCOUNT" .....	17
TERMS AND CONDITIONS APPLICABLE TO SPECIFIC ACCOUNTS .....	17
ADDITIONAL DISCLOSURES ABOUT OUR REGULAR SAVINGS ACCOUNTS .....	17
REGULAR SAVINGS ACCOUNT .....	17
SPECIAL PURPOSE SAVINGS ACCOUNT .....	17
YOUTH SAVINGS ACCOUNT .....	18
NON-PROFIT SAVINGS ACCOUNT .....	18
ADDITIONAL DISCLOSURES ABOUT OUR MONEY MARKET SAVINGS ACCOUNTS.....	18
TIER PLUS MONEY MARKET SAVINGS ACCOUNT.....	18
ASSET MAXIMIZER ACCOUNT.....	19
TIER PLUS MONEY MARKET IRA SAVINGS .....	19
IRA ASSET MAXIMIZER ACCOUNT.....	20
ADDITIONAL DISCLOSURES ABOUT CERTIFICATE ACCOUNTS .....	20
COLLEGE SAVER CERTIFICATE .....	22
IRA CERTIFICATE ACCOUNT .....	22
TRANSITIONAL IRA CERTIFICATE ACCOUNT.....	23
ADDITIONAL DISCLOSURES ABOUT CHECKING ACCOUNTS.....	23
WESCOM CHECKING ACCOUNT .....	23
YOUTH WESCOM CHECKING ACCOUNT .....	24
GENERAL CHECKING ACCOUNT TERMS AND CONDITIONS.....	24
HOW THE CREDIT UNION CALCULATES COURTESY PAY, DEBIT CARD OVERDRAFT PROTECTION, NSF FEES AND WHAT YOU SHOULD DO TO AVOID THEM .....	28
INSUFFICIENT FUNDS - OVERDRAFTS AND RETURNED ITEMS.....	29
HOW TO AVOID OVERDRAFT FEES.....	30
YOUR ABILITY TO WITHDRAW FUNDS.....	31
ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT .....	32
GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES.....	32
ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED ELECTRONIC TRANSFERS .....	36
ADDITIONAL DISCLOSURES APPLICABLE TO ATM AND POS SERVICES .....	37
ADDITIONAL DISCLOSURES APPLICABLE TO AUDIO RESPONSE "TELLER#PHONE" .....	38
ADDITIONAL DISCLOSURES APPLICABLE TO VISA® DEBIT CARD SERVICES .....	39
ADDITIONAL DISCLOSURES APPLICABLE TO INTERNET BANKING "eBRANCH" AND MOBILE APPLICATION.....	40
ADDITIONAL DISCLOSURES APPLICABLE TO INTERNET BILLPAYER .....	42
FUNDS TRANSFER AGREEMENT AND NOTICE.....	45
ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL.....	47

# MEMBERSHIP AND ACCOUNT AGREEMENT DISCLOSURE

## INTRODUCTION

Welcome to Wescom Central Credit Union, herein referred to as Wescom Credit Union "Credit Union". By signing the Membership Application and depositing the required minimum funds in a Credit Union account, you agree to the terms in this Membership and Account Agreement Disclosure "Agreement". This disclosure supersedes all other previous account agreements and disclosures for these accounts.

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

All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). Savings Accounts, Checking Accounts and Certificate Accounts are subject to the requirements below as contained in the account agreements.

The terms, conditions and rights identified in this Agreement, are applicable to Consumer Accounts, which are defined as those accounts used primarily for personal, family, or household purposes. Use of your account(s) for business purposes in a manner that is inconsistent with this definition may affect your rights and liabilities.

In this Agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to the Credit Union.

Please also note that this Agreement contains a **BINDING INDIVIDUAL ARBITRATION PROVISION AND JURY AND CLASS ACTION WAIVER** which affects your rights with respect to any claims or disputes by or against the Credit Union as described on page 48.



## MEMBERSHIP ELIGIBILITY

To join the Credit Union, you must meet the membership eligibility requirements, including the purchases and maintenance of at least one hundred (100) shares (membership share), or \$1 as set forth in the Credit Union Bylaws. The par value of a share in Wescom Credit Union is \$.01 per share. The maximum amount of shares, which may be held by any one Member shall be established from time to time by resolution of the Board of Directors.

## ACCOUNT VERIFICATION AND USE OF CREDIT REPORTS

All Membership Applications are subject to verification of information provided and eligibility prior to granting membership.

We may verify your application for an account through an account verification service and reserve the right to deny any application based on the results of negative information received through that service. If we deny your application we will provide you with the name, address and telephone number of the account verification service which provided us with this information.

## BECOMING A MEMBER AND MEMBERSHIP

All approved members must open a Regular Savings Account "Share Account" and maintain a minimum balance of \$1 in order to open subsequent accounts and maintain membership.

A member who fails to complete payment of one hundred shares within ninety (90) days of his/her admission to membership, or an increase in the par value in shares, or a member who reduces his/her share balance below the par value of one hundred shares and does not increase the balance to at least the par value of one hundred shares within ninety (90) days of the reduction may be terminated from membership at the end of a dividend period.

## TRANSFERABILITY

Shares may be transferred only from one member to another, by written instrument in such form as the Credit Union may prescribe. No transfer of voting rights or other membership privilege is permitted by virtue of transfer to or co-ownership of share by nonmembers.

# USA PATRIOT ACT AND CUSTOMER IDENTIFICATION PROGRAM

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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

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

In addition, as a state-licensed, federally insured financial institution, part of our responsibility is to seek a sufficient understanding of the expected volume and nature of transactions on accounts held by our members. This means we may evaluate transactions and the account for any activities that differ from normal usage and might be considered irregular. Therefore, under these irregular circumstances, you may be asked to provide updated or additional information related to your account for purposes of internal verification and review.

## ACCOUNT TERMS AND CONDITIONS

The following paragraphs apply to all accounts opened with the Credit Union, except as specifically modified elsewhere in this Agreement.

### AGREEMENT

This Agreement shall be effective and shall govern all deposit accounts with us. By signing a signature card, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement, effective immediately. Your agreement to the terms of this Agreement also binds your heirs and assigns, as applicable. This Agreement shall supersede all previous agreements for such accounts.

### AMENDMENT OF AGREEMENT

The Credit Union has the right to amend this Agreement from time to time upon notice to the Account Owner. This Agreement shall not be amended or otherwise changed by the Account Owner(s).

### SECTION HEADINGS

Sections headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

### GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of laws and provisions. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Agreement.

### IDENTIFICATION

In compliance with federal law or applicable Credit Union requirements, when you establish your membership with us or in connection with any transaction, you are required to provide us with information and documentation satisfactory to us in our discretion to identify yourself, other signers on the account and the organizational status of your business or organization.

### SEVERABILITY

In the event any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue full force and effect.

### ENFORCEMENT

You agree to be liable to Wescom for any liability, loss, or expense, as provided in this Agreement, that we incur as a result of any dispute involving your account(s) or service(s). You authorize us to deduct any such liability, loss, or expense from your account(s) without prior notice to you. In the event, either party brings a legal action/arbitration proceeding to enforce any provision of this Agreement or to collect any overdrawn funds on account(s) accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable.

### ➔ *Legal and Compliance Protection*

#### TAXPAYER IDENTIFICATION NUMBERS AND BACK UP WITHHOLDING

Federal law requires that you provide the Credit Union with your Taxpayer Identification Number (TIN) on all accounts. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If the Credit Union is notified that your current TIN

is not correct, your account may be blocked until the correct TIN is received. For additional information on this requirement, please visit the IRS website at [www.irs.gov](http://www.irs.gov) or ask a Member Services Representative for the most recent publication of "Instructions for the Requestor of Form W-9, Request for Taxpayer Identification Number And Certification (IRS Form W-9)."

### **SHARE INSURANCE**

Your Credit Union accounts are insured by the National Credit Union Share Insurance Fund (NCUSIF), an arm of the National Credit Union Administration (NCUA), a U.S. Government agency. Accounts are insured up to \$250,000. It is possible to have more than \$250,000 insurance coverage at the Credit Union if the funds are owned and deposited in different ownership categories. For more detailed information relating to insurance coverage, refer to the brochure titled "Your Insured Funds." NCUA is an independent agency of the United States Government.

### **LEGAL PROCESS/LIENS & LEVIES**

We must comply with a notice of attachment, execution, garnishment, tax levy, injunction, restraining order, subpoena, warrant or other legal process which we believe to be valid and which we believe applies to your account. As set forth in the Schedule of Fees and Charges, there is a legal process fee for responding to attachments, tax levies and similar forms of legal process even if the legal process is later released, and we may charge your account our normal rates for records search and copies if we are not able to charge the party serving the legal process.

You must take up any objections you have on matters of this type directly with the individual or entity that has requested information about or asserted a claim to funds in your share accounts.

You agree that we will not be liable to you for acting upon legal process delivered by mail or by facsimile transmission or at another of our offices, even if the law requires personal delivery at the office where you maintain your accounts. Funds we impound in response to legal process may not earn dividends.

### **DISCLOSURE OF INFORMATION IN HANDLING YOUR ACCOUNTS**

We will share information with our third party service providers, vendors, and other financial institutions, as is required to process your transactions and provide any services you request.

We will disclose information about your share accounts and loans as permitted by law. For example, we disclose dividend information to the Internal Revenue Service and we may disclose information in connection with child support data matching requests or suspected financial elder abuse. We also report transactions as required by applicable anti-money laundering laws, including the USA PATRIOT Act and the Bank Secrecy Act. Please refer to our Privacy Policy for more information on our website at [www.wescom.org](http://www.wescom.org).

We will disclose information about Credit Union share accounts to any Authorized Signer and information about your loans to any co-obligor or guarantor obligor, subject to the payment of any applicable research and copying fees.

The Credit Union bundles its statements such that all accounts and loans associated with a single member number will be listed on one combined statement. You understand and agree that, by becoming a co-owner or co-obligor on a Credit Union account or loan, other owners or obligors who are not a party to the same account or loan will still receive statements about that account or loan to which you are a party.

### **FINANCIAL ABUSE REPORTING**

The Credit Union may temporarily freeze account funds, temporarily postpone a transaction or may require additional information about you or any authorized account signer and to file any required reports to protect your account funds when we reasonably suspect possible elder or dependent adult financial abuse or if it is not clear that the account signer requesting a transaction understands the transaction (for example, when the account signer is perceived to be confused, acting under undue influence, or out of fear or appears to be experiencing diminished capacity). Account Holder(s) agree(s) to indemnify and hold the Credit Union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

### **➡ *Termination/Right of Refusal/Restrictions on Account***

#### **RESTRICTIONS ON ACCOUNT**

As the Credit Union deems appropriate, and in accordance with applicable law, we reserve the right to suspend or deny services, restrict your access to Credit Union premises, and/or take action to restrict and/or limit services to your account or close your membership, if any of the following occur:

- You fail to meet your obligations to the Credit Union;
- You fail to comply with applicable law and the Credit Union's Bylaws;
- You are directly involved in any type of fraudulent activity or you are convicted of a crime;
- You violate Title 31 U.S.C. §5324(a)(3) such as to structure or assist in structuring or attempt to structure any transaction in order to evade the currency reporting requirements;
- You cause the Credit Union a loss; or

- You fail to conduct your business with the Credit Union in a civil and business-like way. Violence, threat(s) of violence, engaging in any type of verbal, nonverbal or other unacceptable or abusive conduct against Credit Union Staff, Volunteers, or Members will not be tolerated.

### **RIGHT OF REFUSAL**

Further, the Credit Union reserves the right to refuse to open any account or to accept additional deposits to an existing account, to comply with any instruction or request you make or otherwise restrict your account.

### **TERMINATION**

Consistent with the Credit Union's Bylaws, your account or other relationship with us may be terminated by you or by us at any time and without previous notice. Closure of an account will not affect your obligation to pay any outstanding balances or charges owed. We may terminate the account by mailing you a notice (prior to or immediately after closing the account) and/or a check for the account balance. Thereafter, the funds will stop earning dividends (even if the check is returned or remains un-cashed for any reason).

Your account(s) may also be terminated or closed by us at any time, without prior notification, if it has a \$0 balance, for a period greater than six (6) months. The Credit Union also reserves the right to close your account without prior notification if: (1) there has been a forgery or fraud reported or committed involving your account; (2) there is a dispute as to the ownership of the funds in the account; (3) your account checks are lost or stolen; (4) there are excessive returned unpaid items; or, (5) if there has been any misrepresentation or any abuse of your account.

You may terminate any account at any time by notifying us in writing or by informing us in person at one of our branches, but such notice will not affect any prior transactions on any account. The Credit Union is not responsible for payment of any check, withdrawal or other item once any account is terminated, however, if the Credit Union pays any item after termination, or if any account is terminated due to overdraft, you agree to reimburse the Credit Union for any payment or overdraft.

### **WAIVER OF CERTAIN RIGHTS**

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

### **➔ Notices**

#### **WITHDRAWALS; PRIOR NOTICE REQUIREMENT**

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

The Credit Union reserves the right, at any time, to require members to give, in writing, not less than seven (7) days and not more than sixty (60) days notice of intention to withdraw the whole or any part of the amounts so paid in by them.

No member may withdraw shareholdings that are pledged as required security on loans without the written approval of the Credit Manager or Loan Officer except to the extent that such shares exceed the member's total primary and contingent liability to the Credit Union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the Credit Union if he/she is delinquent as a borrower, or if borrowers for whom he/she is co-maker, endorser, or guarantor are delinquent, without the written consent of the Credit Manager or Loan Officer.

#### **PLEDGING OF FUNDS**

Accounts may not be pledged, transferred, or assigned to any party other than the Credit Union. Any or all of the Joint Account Holders may pledge all or any part of the funds as security for a loan or loans with the Credit Union only. Savings invested for an Individual Retirement Arrangement (IRA) may not be pledged as security for any loan.

#### **RIGHT OF OFF-SET**

In addition to any other rights we may have, unless otherwise prohibited by law, you agree that any deposits in or future deposits or other credits to any account in which you now or in the future have an interest in is subject to our right of off-set for any liabilities owed to us by any of you, or which we believe may be owed even if it is ultimately determined such is not owed to us. Such is applicable irrespective of any contribution to the account, source of funds in the account or any signature restrictions applicable to the account.

We may exercise our right to charge a Joint Account to pay the individual debts of any owner of a Joint Account, and we may charge the personal accounts of any General Partner for amounts the partnership owes us. Off-set against funds in a Certificate Account may also result in an early withdrawal penalty. See the section on Early Withdrawal Penalties related to your Certificate Account. Our right to offset does not apply to credit card debt. We will notify you if we exercise our right to off-set.

In the event it is ultimately determined that such is not owed to us, we will reimburse you for the amount of the off-set and will have no other liability to you related to the off-set.

## **FEES**

Any account may be subject to fees in accordance with the Schedule of Fees and Charges adopted by the Credit Union from time to time. You agree to pay us fees in connection with your accounts in accordance with the Fee Schedule then in effect. We will provide advance notice of any increase in current fees, or any new fees, as required by law. We may deduct any fees owed from any of your accounts. We reserve the right to waive any fees in our sole discretion. Fees may reduce earnings on any of your accounts.

## **NAME AND ADDRESS CHANGES**

It is your responsibility to notify the Credit Union promptly upon a change of name or a change of address. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us.

Keep the Credit Union informed of your current physical home address, mailing address, and e-mail address to insure receipt of your statements and any correspondence from the Credit Union. Returned undeliverable mail or e-mail is subject to a fee as stated in the Schedule of Fees and Charges.

The Credit Union may be given an alternate address to use as a mailing address, which may be a P.O. Box, mail drop, employer address; however, a physical residence address is required to be kept on file as your primary address. The Credit Union reserves the right to restrict and/or close your account at its discretion, upon failure to provide and maintain a physical address on file.

## **NOTIFICATION OF CHANGES**

Each Account Holder agrees to promptly notify us in writing of any change in address(es). If you fail to do so, we may send notices, statements or other important information to the address shown in our records and you agree to release us from any liability for doing so. You also agree to notify us in writing of any change in ownership or authorized signers, or if an owner or authorized signer dies or is placed under legal guardianship or conservatorship. We may, at our option, require a new Account Agreement to be completed before any such change takes effect. Any such changes shall not affect transactions previously made.

## **DEATH OR INCOMPETENCE**

You agree to notify us promptly if any Account Owner or Authorized Signer on your account dies or is declared incompetent by a court. Until we are given written notice of such death or incompetence by you or a court, and have a reasonable opportunity to act on it, we may continue to honor checks, items, and instructions by Account Owners or Authorized Signers on the account. We may also freeze, refuse and/or reverse deposits and transactions (for example, automatic federal direct deposits of benefit payments belonging to the decedent) if we become aware of the death or incompetence of an Owner or an Authorized Signer. However, even with knowledge, we may pay checks drawn on the account for ten (10) days after the date of death. Refer to the section titled "Direct Deposit" for additional details.

## **CHANGES TO CHARGES, FEES OR OTHER TERMS**

We reserve the right to change the charges, fees or other terms described in this Agreement and the Schedule of Fees and Charges. However, when changes are made to any charges, fees or dividend computations, we will send a notice to you at the address shown on our records. The notice will be sent at least thirty (30) days before the effective date of the change. We also reserve the right, in our business judgment, to waive, reduce, or reverse charges or fees in individual situations. No notification will be provided for changes in the dividend rate and Annual Percentage Yield (APY) for accounts other than the subsequent notice contained in your periodic statement.

## **STATEMENTS, NOTICES, RECORDS & FEES**

We will send you a periodic statement reflecting all transactions and activity on each account during the statement period. Your periodic statement will be mailed to you at the address as reflected on our account records which you are obligated to keep current at all times. We may combine statements for any of your accounts provided the ownership is the same or at least one owner is in common. If there is no activity on an account during a statement period or if the Credit Union is legally notified of a pending bankruptcy, we may choose, without additional notice, not to send you your account statement. All other notices will be posted in our branch lobbies, mailed to you at the address of record, or delivered on or with your electronic statement if you have consented to receive such disclosures electronically, in each case as permitted by applicable law. Any mail returned by the post office or otherwise obtained by us may be held or at our discretion; or be destroyed. If mail has been returned by the post office, future mail, at our discretion, may be destroyed immediately (with a copy made available upon request). Returned undeliverable mail or e-mails are subject to a fee as stated in the Schedule of Fees and Charges. We may send mail to a forwarding address, if provided by the post office or otherwise obtained by us. Mailed paper statements are subject to a fee as stated in the Schedule of Fees and Charges. You may opt to receive your statements electronically and stop receiving statements by mail. You will need to complete and submit your application through our eBranch service to activate your request.

## **TELEPHONE MONITORING**

To ensure you receive courteous and efficient service, supervisory personnel in our Member Service Center may randomly monitor member telephone conversations. These conversations may be recorded.

### **CONSENT TO CONTACT (NON-TELEMARKETING ONLY)**

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

### **EFFECT OF NOTICE**

Except as otherwise set forth herein, mail and notices directed to us should be sent to the address set forth on the front of this disclosure or such other addresses as we specify from time to time. Unless prohibited by law, mail received at any other address, may, at our discretion, not be deemed as received until received at an address specified by us for receipt of such correspondence. Mail sent to a branch may be redirected to our Mail Processing Center. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union provides you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. We may, but will not be required to act, unless required by law, or written agreement with us upon instruction received via fax transmission, voice mail or e-mail.

Notice to one Account Owner shall constitute notice to all Account Owners.

### **FORCE MAJEURE**

The Credit Union shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including without limitation acts of God, fire, explosion, vandalism, storm or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including foreign, state and local governments having jurisdiction over the parties to this Agreement, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties.

### **WITHDRAWALS BY AND LIABILITY OF ACCOUNT OWNERS**

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

### **WITHDRAWALS; APPROVED METHODS**

Without limiting the foregoing, if your account is used for business purposes, you authorize us but we are not obligated to pay any item drawn on your account which, rather than bearing a signature, bears a logo reasonably similar to a logo used by your business. The Credit Union is authorized to honor such order or instruction even if made payable to such person, to cash or for deposit to their personal account or other account in which they may have an interest. We have no duty to investigate or question withdrawals or application of funds. Ordinarily, withdrawals may be made in any amount at any time, except that where an Account Owner has agreed that no withdrawal shall be made from an account until after a specified time, no withdrawal may be made from such an account until expiration of such time except with the consent of the Credit Union and upon payment of such penalties as may be required by applicable law or regulations or by the Credit Union.

The Credit Union reserves the right, in its discretion and effective immediately, to discontinue or limit the practice of withdrawals by check, cash or otherwise, with or without notice including, without limit, withdrawals from any office, which is not your account's branch or due to the limited amount of currency available at a particular office. In the event the Credit Union provides notice, such notice shall also advise you that the Credit Union reserves the right, after the date specified in the notice, not to make payments on any account, check or draft drawn on such account except for the purpose of closing the account, if applicable. We may refuse to honor checks drawn on your account if they are directly presented to us by someone we cannot identify to our satisfaction.

If you provide your account number to a third party to complete a transaction such as, without limit, a purchase of goods or services by telephone or computer based communication, you authorize us, but we are not required, to honor any draft or other withdrawal request from such a third party. The Credit Union may pay and charge to the applicable account, checks drawn by and payable to any Person, Organization, Association or Corporation that has been authorized by an Account Holder to be paid, by the provision of MICR encoded information on the account. It is agreed that the Credit Union's rights in respect to such check shall be the same as if it were a check drawn and signed by an Account Holder(s) personally. This authority shall remain in effect until revoked by an Account Holder in writing. It is agreed that the Credit Union shall be fully protected in honoring such checks. It



is further agreed that if any such check is dishonored, whether with or without cause, and whether intentionally or inadvertently, the Credit Union shall incur no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage of any kind.

We may debit your account for a check or other item on the day it is presented to us for payment by electronic or other means or on the day we receive notice that the check or item has been deposited for collection at another financial institution, whichever is earlier. We may determine the balance at any time between notice and receipt of the check, transfer or withdrawal request. We are required to determine your balance only once during this time period. The Credit Union assumes no responsibility for loss or delay occasioned by use of a deposit form bearing a magnetically encoded account number or deposit amount different from the account on which the check was to be drawn or the amount in which it was drawn.

## ➔ ***Your Duty to Examine Statements and Report Problems***

### **EXAMINATION OF STATEMENTS**

The Account Owner(s) to whom the periodic statement of account is sent, agree(s) to exercise reasonable care and promptness in examining the statement to discover any errors or discrepancies, and to promptly notify the Credit Union after discovery thereof. If you do not receive your statement by the date you usually receive it, call us at once. You assume full responsibility for monitoring and reviewing the activity of your account and the work of your employees, agents, and accountants, whether or not you actually receive the statements or other records and whether or not the statements contain the items bearing an unauthorized signature or alteration.

You must notify us as soon as possible if you believe there is an error, forgery, alteration, unauthorized transaction or other problem related to your account. You agree that sixty (60) calendar days after we have mailed the statement or otherwise made it or the information available to you is a reasonable amount of time for you to review your account activity and report any unauthorized transaction related to your account.

### **IF YOU FAIL TO REPORT PROMPTLY**

If you fail to uphold these duties, you understand and agree that you are precluded from asserting any unauthorized transaction against the Credit Union if the Credit Union suffers a loss on any unauthorized transaction because of your failure, or pays on another unauthorized transaction presented by the same wrongdoer if any unauthorized transaction occurred before you promptly notified the Credit Union. If you fail to report any unauthorized transaction within one (1) year or more after your statement or information has been made available to you, you cannot recover from the Credit Union.

### **EXCEPTIONS**

The terms in this section, "Your Duty to Examine Statements and Report Problems," do not apply to Electronic Funds Transfer (EFT) services, to the extent inconsistent with the Electronic Funds Transfer Act, Federal Reserve Board Regulation E, and the terms in this Agreement specifically governing such services. Please refer to the "Electronic Funds Transfer Disclosure and Agreement" herein with respect to your duty to examine statements to detect unauthorized EFT transfers.

### **FRAUD**

Unfortunately, fraud can be a serious problem for anyone. Your role in preventing misuse of your account is extremely important. To help prevent fraud and protect your financial assets, we offer some recommendations to help you control your risk:

- Reconcile statements as soon as you receive them;
- If you have mail held for pickup, retrieve your mail immediately and reconcile your statement at once;
- Watch for checks cashed out of sequence and made payable to "cash"; and
- Review statement transaction activity for unexpected fluctuation or activities.

Additionally, the Credit Union offers many account alerts sent to you by e-mail or phone text, such as card purchase alerts, which can serve as an early warning system for fraud.

You agree you have an obligation to us to safeguard your blank checks, Debit Card/ATM Card, personal identification numbers (PINs) and any other item, instrument or card related to your account, and to take reasonable steps to prevent their unauthorized use. You agree to accept responsibility for any failure to safeguard these items. This means storing them in a secure location accessible only to those authorized to use them. Blank checks should not be kept with statements and paid checks since this provides a wrongdoer with specimens of authorized signatures and balance information. You also agree to notify us immediately if any of these items are lost, or stolen or misused. We may require you to accept a new account number if one or more of your blank checks is lost, stolen, or if you are unsure of exactly which checks are lost or stolen.

If, despite our recommendation to establish a new account number, you choose not to, you release us from any liability for subsequent losses on the account due to fraud. In addition to any rights we have by law, we may deny a claim for monetary loss due to forged, altered or unauthorized signature if you do not guard against improper access to your checks or preprinted withdrawal slips.

If you do not report to us any missing debit items, unauthorized signatures, any alterations or other suspected misuse of your account in addition to any right we have by law, the Credit Union will not be responsible for any subsequent forgeries, altered checks or other fraudulent uses of your account by the same person that occur after you have been afforded a reasonable period of time not exceeding sixty (60) calendar days from the closing date of the statement containing information about the first forgery, alteration or fraudulent transaction to examine the item or statement and notify the Credit Union.

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 investigation of your claim. This includes giving us a signed affidavit containing whatever reasonable information we require concerning your account, the transaction in question and the circumstances surrounding the loss. You also agree to file a criminal report with appropriate law enforcement officials 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 the Credit Union in connection with any account transaction, and to provide us with all reasonable information about your insurance coverage. Our liability, if any, is reduced by the amount of all insurance proceeds you receive, or are entitled to receive.

Except as otherwise required by law or regulation, 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. 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.

Our maximum liability is the lesser of your actual damage proved, or the amount of the forgery, alteration or other unauthorized withdrawal, reduced by an amount which could not have been prevented by the use of ordinary care. In no event will we be liable for special or consequential damages, including loss of profits and/or opportunity or for attorneys' fees incurred by you.

## ➡ ***Requests and Special Instructions By Member***

### **SPECIAL ACCOUNT INSTRUCTIONS**

You understand that the Credit Union cannot give you legal advice regarding the account arrangement that will best meet your specific needs or requirements. If you ask the Credit Union to follow special instructions to facilitate trust, will or court-ordered account arrangements, we may refuse such request if we believe it could subject us to liability. If we do agree to such requests, you will indemnify and hold the Credit Union harmless from any claim or liability asserted against us relating to any such arrangement or account designation.

### **SIGNATURE MEMBERSHIP AND PLATINUM SIGNATURE MEMBERSHIP**

Signature Membership provides members with certain loan discounts, fee waivers and other advantages. The discounts and advantages are referenced throughout this Agreement. A complete set of qualifications, terms and agreements are disclosed in our Signature Membership brochure.

### **CHANGES REQUESTED BY YOU**

We may require a signed written instrument in such form as the Credit Union may prescribe to evidence account changes you request, including the adding or closing of an account or service.

### **POWER OF ATTORNEY**

You may need to appoint a person to act for you by use of a Power of Attorney. If a properly executed Power of Attorney is received by the Credit Union in accordance with the terms of the Power of Attorney, the person you designate to act for you will be authorized to transact business on your account pursuant to the terms of this Agreement.

The Credit Union is not liable for any transactions or changes made to or by an agent for a deceased or incompetent Account Owner unless the Credit Union had written notice provided in accordance with applicable law, that the agent's principal is deceased, has revoked the power, or is adjudicated totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice. Unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney, which you grant to others.

The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union.

### **FACSIMILE SIGNATURES**

You agree to assume full responsibility for items we pay containing a facsimile signature if the facsimile resembles the specimen facsimile signature provided to us by an Authorized Signer. You agree to indemnify and hold us harmless from any and all losses, claims, damages, liability, costs and expenses arising directly or indirectly out of the misuse or the unlawful or unauthorized use of a facsimile signature by any person.

### **COPIES OF CHECKS AND OTHER RECORDS**

If you need copies of checks, items, or prior statements for tax audits or record keeping, contact the Credit Union. Copies will be provided for a fee, as set forth in the Schedule of Fees and Charges, and usually will be available in a few days, depending on the volume and dates of the items you request. You may also be charged for research time.

Unless prohibited by law, if we are unable to produce your Account Agreement or any other document relating to your account or a copy of such Agreement or document, our records, including without limit, electronic records, shall be deemed to be conclusive. Unless prohibited by law, if there is a discrepancy between your records and the Credit Union's records, the Credit Union's records shall be deemed to be conclusive.

#### **LIABILITY**

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if, (a) through no fault of the Credit Union, your account does not contain sufficient funds to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the funds in your account are subject to legal process or other claim. The Credit Union is not responsible for items lost while not in its possession. Except for its own lack of good faith or failure to exercise ordinary care, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check, even if nonpayment results in the forfeit of insurance, loss or damage of any kind.

#### **CONFLICTING DEMANDS AND DISPUTES**

Nothing in this Agreement shall be deemed to require the Credit Union and the Credit Union shall not be required to make payment from an account to an Account Owner, or to any Trustee or P.O.D. Account Beneficiary or Payee, or any other person claiming an interest in any funds deposited in the account, if:

- The Credit Union has actual knowledge of, or otherwise believes there may be a dispute between the Depositors, Beneficiaries, Payees, or other persons concerning the account including, without limit, their respective rights of ownership to or authority to act with respect to the funds contained in or proposed to be withdrawn or previously withdrawn from the account; or
- In the event the Credit Union is otherwise uncertain as to who is entitled to the funds pursuant to the contract of deposit, or otherwise receives instructions, which the Credit Union determines, in its discretion, to be unclear or conflicting.

In any such case, the Credit Union may, at its option and without liability, notify, in writing, all Account Owners, Beneficiaries, Payees, or other persons claiming an interest in the account of either its uncertainty as to who is entitled to the distributions or the existence of any dispute, and may also, without liability, refuse to disburse any funds contained in the account to or on the instruction of any Account Owner, or P.O.D. account Beneficiary or Payee thereof, and/or other persons claiming an interest therein, return items presented against the account marked "Refer to Maker" or similar notation until such time as, at our option:

- All such Account Owners, Beneficiaries, Payees, and/or other persons claiming an interest in the account have consented, in writing, to the requested payment; or
- The payment is authorized or directed by a court of proper jurisdiction; or
- Where all the parties to the account that previously notified the Credit Union of the dispute, such parties withdraw their notice of dispute; or
- Where the dispute involves a Deceased Account Holder, the Successor of the Deceased Account Holder agrees in writing to the distribution (if permitted by state law); or
- We receive proof satisfactory to us, in our sole discretion that the dispute has been resolved, or other satisfactory documentation or assurances are received by us.

However, the Credit Union may, at its option and without liability, pay or permit withdrawal of any funds on deposit in an account to an Account Owner, and/or agent of an Account Owner, and/or Trustee or P.O.D. Account Beneficiary or Payee, and/or other person claiming an interest therein, even when the Credit Union has actual knowledge of the existence of the dispute, if the Payee shall execute to the Credit Union in approved format and with security acceptable to it, an agreement indemnifying the Credit Union from any and all liability, loss, damage, costs, and expenses, for and on account of the payment of the adverse claim or the dishonor of the check or other order of the person in whose name the account stands on the books of the Credit Union. In no event will the Credit Union be liable for any delay or refusal to follow instructions, which occur as a result of a dispute over the authority or control of your account.

#### **➤ *Dormant and Abandoned Accounts and Unclaimed Property***

In accordance with California's Unclaimed Property Law, C.C.P. §1500, et seq., any funds held by the Credit Union (including, without limitation, funds in a share, checking, certificate, or other account, sums for the payment of cashier's checks, etc.) in the name of an account holder whose address of record is within the State of California may be transferred to the Unclaimed Property Division of the California State Controller's Office if no activity occurs in the account within the time period specified by state law. Any funds held in the name of an account holder whose address of record is outside the State of California will be subject to the unclaimed property law of that state. If that state has no unclaimed property law, California law will be followed.

## **DORMANT AND ABANDONED ACCOUNTS**

If you have an account or accounts that you have not made a withdrawal from, deposit to, or a transfer to or from for more than one (1) year, the Credit Union may classify your account as a dormant account.

We will notify you at your last known address if your account is classified as "dormant." A dormant notification fee may be assessed as disclosed in our Schedule of Fees and Charges. When a dividend earning account is classified as dormant, it continues to earn dividends. For reasons of security we may refuse to allow withdrawals from inactive accounts until provided with satisfactory evidence of ownership. Service charges for inactive accounts are the same as those for active accounts. Any previous waiver of any type of service charge will not apply to inactive accounts. Charges are not reimbursed for inactive accounts that are later reclassified as active.

If there is no activity and we have not received contact from you regarding your account for a period of three (3) years from the date of last account activity, we must consider your account abandoned and we are obligated to comply with applicable state Unclaimed Property Laws resulting in your funds being turned over to the state.

Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim your funds, you must apply to the appropriate state agency.

## **RECLAIMING UNCLAIMED PROPERTY**

If your funds have been sent to the state, you may file a claim by contacting the California State Controller's office, Unclaimed Property Division, P.O. Box 942850, Sacramento, California 94250-5873, nationwide call (800) 992-4647, out-of-U.S. call (916) 323-2827, or go to [www.sco.ca.gov](http://www.sco.ca.gov).

## **➡ *Credit and Privacy Issues***

### **CREDIT REPORTS**

The Account Owner(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Account Owner(s). The Account Owner(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

### **NEGATIVE CREDIT/ACCOUNT REPORTING**

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

### **REPORTING INACCURATE INFORMATION**

If you believe the Credit Union is reporting inaccurate information to a credit reporting agency, please notify us in writing at P.O. Box 7058, Pasadena, CA 91109-7058 so we can investigate.

### **RELEASE OF ACCOUNT INFORMATION**

Please refer to the Credit Union's Privacy Policy on our website at [www.wescom.org](http://www.wescom.org).

### **COLLECTIONS**

At our discretion, we can help you collect checks or drafts in U.S. or foreign currency or other items which we determine, at our discretion, are not suitable for automated collection procedures. If we do, we accept these items "for collection" which means we will send the check, draft or item directly to the issuer's financial institution for payment. When we receive payment, we will credit your account. If the item is lost, stolen or destroyed in the collection process, we will not credit your account for the item nor will we otherwise be liable for the item. If the collection item is returned to us unpaid, we will return the item to you as soon as we receive it.

Checks or drafts accepted, received or sent by the Credit Union from or to another financial institution to be processed for collection whether or not paid will be assessed a collection fee by the Credit Union as set forth in the Schedule of Fees and Charges and may be assessed a collection fee by the other financial institution. Any such fees will be deducted from your account or from the amount of the proceeds remitted to or from your account, as applicable.

### **CONSUMER REPORTS**

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

## ➔ *Types of Account Ownership*

The Ownership of Individual, Joint, Custodial Accounts (under the “Uniform Transfers to Minors Act”), Fiduciary, Living Trust, Payable-on-Death, Sole Proprietorship and Club/Organization, shall be governed by the applicable Membership Application. Unless otherwise specified in the Membership Application, the parties who sign the Membership Application agree with each other and with the Credit Union that all funds in the accounts shall be owned as follows:

### *INDIVIDUAL ACCOUNTS*

An Individual Account is an account that has only one owner, and that person has the ability to conduct transactions and make changes on the account.

Account Ownership/Membership Requirement: The listed owner must be a member of the Credit Union. This account is the exclusive property of one owner and no other person may have access to withdrawals or account information.

Upon the owner’s death, the probate court has jurisdiction over how the funds are paid out from a decedent’s account.

### *JOINT ACCOUNTS*

A Joint Account – also called a multiple party account – is an account that has more than one owner. Each of the listed owners, who has signed the Account Agreement, has an undivided interest in the account and either owner has the right to withdraw any or all parts of the funds in the account. A member may set up a joint account with anyone he or she chooses, regardless of whether that person is a member.

### **ACCOUNT OWNERSHIP/MEMBERSHIP REQUIREMENTS**

At least one of the account owners must be a member of the Credit Union. The primary member (the “Primary Member”) is the member whose name appears first in the Credit Union’s records for the Account. The Primary Member is the Account Owner who qualifies for membership, and may receive certain privileges such as borrowing from the Credit Union, serving on the Credit Union Board or committees, or voting at the Credit Union Annual Meeting. Mere joint ownership does not necessarily entitle the joint owner to membership privileges. If a joint account holder is within the field of membership, he or she may choose to become a member of the Credit Union by (i) signing a Membership Application; (ii) purchasing shares; and (iii) being approved for membership in the usual manner.

### **RIGHTS OF JOINT ACCOUNT OWNERS**

Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of the account, including funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s).

### **JOINT ACCOUNT OWNER LIABILITY**

If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

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

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

### **CONSENT TO CONTACT (NON-TELEMARKETING ONLY)**

You give your express consent for the Credit Union and others acting on our behalf to contact you at any telephone number you give to us or we obtain from any other source (including any wireless phone or VoIP number), using any calling or texting technology (including any automatic telephone dialing system, artificial voice or prerecorded voice), regarding this account or any other relationship you now or later have with the Credit Union. You agree that you have not provided, and will not provide to us, any telephone number unless you are the subscriber to the service or the customary user of the telephone to which that number relates unless you tell us in writing. If you revoke this authorization, you agree to do so in a way that is likely to provide us with notice in time to process that revocation before we make any further calls or send any further texts, such as by using one of the methods designated by the Credit Union for such purpose.

### **RIGHT OF SURVIVORSHIP**

Upon the death of one owner, the other owners continue to own and have access to all funds. The account does not become part of the decedent's estate nor do the other owners need to become involved in the probate court proceedings related to the decedent's estate.

If the surviving owners of an account are not members of the Credit Union, at least one must join the Credit Union if he or she is within the field of membership or the Credit Union would have to close the account.

### ***ACCOUNTS FOR MINORS***

For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parent/guardian joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Membership Application. The Credit Union may make payments of funds directly to the minor without regard to his or her minority.

The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the Membership Application. The Credit Union shall change the account status from a GenEdge Account to a non-youth Account once the minor reaches age eighteen (18). Individuals under the age of 18 are ineligible for Signature or Platinum Signature Membership.

### ***CUSTODIAL (UTMA) ACCOUNTS***

A Uniform Transfer to Minors Act (UTMA) account is an irrevocable custodial account held for the benefit of a minor. These accounts are usually funded by gifts to the minor. However, other sources of account funds may include transfers from estates, guardianships or persons indebted to the minor.

The account and its earnings are established and reported under the name and Social Security Number of the minor.

Only one custodian (who must be at least 18 years of age) and only one minor may be designated on the account. The custodian shall control and transact on the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. The minor does not have authority to withdraw funds from the account. The custodian retains authority and control over the funds in the account until the minor reaches the age of majority (18 in CA) at which time the custodian is obligated to transfer/distribute the account funds to the minor.

In the event of the death of the minor, the custodial relationship is terminated and the funds are distributed according to the minor's estate.

If the custodian dies, resigns, or is ineligible to serve and a successor custodian is not named, we will suspend the account until a successor custodian is named or we receive a court order regarding the account.

The Credit Union's sole obligation to the custodian and minor is as a depository institution. The Credit Union has no duty to monitor the account or the status of the custodian or minor, or any transfer or distribution of funds.

Custodial Accounts are not subject to the Multiple Party Accounts Law.

### ***FIDUCIARY ACCOUNTS***

A Fiduciary Account is a specialized account that is opened and controlled by an executor, personal representative, administrator, conservator, trustee for a Coogan Account, or other fiduciary authorized under a will, court order or trust instrument or a representative payee authorized by the Social Security Administration.

The account is titled to show the payment beneficiary's ownership of the funds, but the beneficiary's direct access to the account is restricted.

The account and its earnings are established and reported under the name and Social Security Number of the payment beneficiary.

The Credit Union's sole obligation to the fiduciary and the beneficiary hereunder is as a depository institution; we are not assisting you with or advising you about the estate, guardianship, conservatorship, representative payee, or other fiduciary, legal or court ordered purpose.

We reserve the right to require documentation or authorization to satisfy us that the fiduciary has the authority to open close or withdraw funds from the account.

The Credit Union is not liable for any misapplication of funds by a fiduciary and is not obligated to inquire as to the validity or propriety of any instructions or actions of the fiduciary.

Fiduciary Accounts are not subject to the Multiple Party Accounts Law.

### ***LIVING TRUST ACCOUNTS***

You understand and agree that this Living Trust Account will be governed by the terms and conditions of this Agreement. It is further understood that the Trust has no voting rights in the Credit Union. Account eligibility is determined according to the Credit Union's policy and applicable law. For a Revocable Living Trust at least one Trustor of the trust must be a member of the Credit Union, and for an Irrevocable Living Trust either all of the Trustors or all of the Beneficiaries of the trust must be members of the Credit Union. Regarding any transaction on this account, the Credit Union may ask the Trustee to provide a Certification of Trust. The Trustee agrees to notify the Credit Union of any changes in the terms of the trust that would affect the Trustee's authority to transact business on the Living Trust Account or status of the membership of the parties to the trust. All other terms and disclosures applicable to our Living Trust Accounts are contained in the Credit Union's Trust Account Agreement and Certification of Trust and are subject to the Probate Code as it applies to Trust Law.

### ***PAYABLE ON DEATH ACCOUNTS***

A Pay on Death Account "P.O.D. Account" is an account payable on request to one or more Account Owner(s) during their lifetime and on the death of all Account Owners to one or more P.O.D. Beneficiaries. A Pay on Death Payee is the person or persons designated as such on your Account Agreement. You may modify your list of named Pay on Death Payee(s) by completing a new Designation of Beneficiary form provided by the Credit Union. A P.O.D. Beneficiary has no rights to the funds in the account during the lifetime of any Account Owner. Upon the death of the sole Account Owner or the last surviving Account Owner, payment on a P.O.D. Account will be made to the Beneficiaries within a reasonable time. Until final payment is made, the Credit Union shall continue to operate the account according to the terms of this Agreement. The terms of this account may not be altered by will or other testamentary instrument.

If a P.O.D. Payee dies before all of the Account Owner(s), all remaining sums are equally divided among the surviving P.O.D. Payees upon the death of all of the Account Owner(s), unless the Membership Application expressly states otherwise.

The Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. The Credit Union reserves the right to require certain legal documents before releasing funds in order to confirm that an account has become properly payable.

### ***INDIVIDUAL ACCOUNT WITH P.O.D. DESIGNATION***

If you have made a P.O.D. Designation, upon your death any funds remaining pass to your surviving designated P.O.D. Payee(s) in equal and individual shares, unless the Membership Application expressly states otherwise.

### ***JOINT ACCOUNT WITH P.O.D. DESIGNATION***

If your account is jointly owned, upon the death of any joint owner, all sums pass to the surviving joint owner(s). Upon the death of the last surviving joint owner, any funds remaining are equally divided among the named Pay-on-Death Payee(s) unless the Membership Application expressly states otherwise.

If a P.O.D. Payee dies before all of the Account Owner(s), all remaining sums are equally divided among the surviving P.O.D. Payees upon the death of all of the Account Owner(s), unless the Membership Application expressly states otherwise.

### ***SOLE PROPRIETORSHIP ACCOUNTS***

Sole Proprietorship accounts are designed for members who own an unincorporated business that is wholly and exclusively owned by the individual. The assets held in the account are characterized as individual assets.

The Account Owner must provide documentary evidence to our satisfaction of the authority and identification of individuals who sign the Account Membership Application and/or Authorized Signer Designation form to act on behalf of the business. This may include, but is not limited to a Fictitious Business Statement, agreements and other documents as deemed necessary.

The Credit Union's sole obligation is as a depository institution. We have no responsibility or duty to monitor the account, or any transfer or distribution of funds.

We reserve the right to deny or restrict certain high-risk deposit business entities.

Sole Proprietorship accounts are not subject to the Multiple Party Accounts Law.

### ***CLUB/ORGANIZATION ACCOUNTS***

These accounts are offered to profit or not-for-profit clubs and organizations such as bowling leagues, Boy Scout/Girl Scout Troops, sports clubs, church clubs, etc. Accounts held in the name of a club or organization are subject to the same terms as other accounts and **MUST** be opened as a separate and different account number from any of the authorized signer's personal accounts.

Authorized Account Signatories must provide documentary evidence to our satisfaction that (1) the Club or Organization is duly organized and validly existing; (2) that such person(s) have been duly authorized to act on behalf of the Club or Organization's Credit Union Account(s), including but not limited to an "Authorization to do Business" letter from the parent corporation or other such entity; and (3) documentation evidencing that the Credit Union is authorized to act upon the written authorization of such person(s) until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice.

The Credit Union's sole obligation to the Club or Organization is as a depository institution. The Credit Union has no duty to monitor the account or the status of the Club, Organization, Authorized Signatories, or any transfer or distribution of funds.

Club or Organization accounts are not subject to the Multiple Party Accounts Law.

## **TRUTH IN SAVINGS DISCLOSURE**

### **➔ *Payment of Dividends***

#### **NATURE OF DIVIDENDS**

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

#### **DIVIDEND RATE INFORMATION FOR SAVINGS AND CHECKING ACCOUNTS**

Your savings account will earn what are known as dividends. Dividends are like interest, except that the dividend rate is set by the Credit Union's Board of Directors. Dividends are not guaranteed. The Credit Union estimated a prospective dividend rate and prospective Annual Percentage Yield (APY) on your Savings and Checking Accounts, as applicable, for each dividend period. Please refer to the Credit Union Dividend Rate Sheet applicable to your account for the dividend rate and the APY.

#### **DIVIDEND RATES BASED ON ACCOUNT BALANCE**

Dividend rates for the Tier Plus Money Market Savings Account, Asset Maximizer Accounts, and Tier Plus Money Market IRA Savings Account, are set on a tiered basis. If your daily ending balance is equal to or greater than the balance stated for its tier, the dividend rate and APY paid on the balance deemed to be collected in your account will be quoted for that tier. The dividend rate and APY are established at our discretion, are variable, and are subject to change without notice or limit. Notwithstanding the preceding sentence, the dividend rates corresponding to each account balance tier for this Account, will be set on the day you open your account. The rates applicable to each tier will not decrease below the rate stated for that tier at account opening during the time frame listed on the Credit Union Dividend Rate Sheet. Please refer to the Credit Union Dividend Rate Sheet applicable to your account for the dividend rates, corresponding APYs and tiers for your Account.

#### **DIVIDEND RATE INFORMATION FOR CERTIFICATE ACCOUNTS**

Our Certificate Accounts are designated as fixed rate accounts. The dividend rate and APY for Certificate Accounts remain in effect until the maturity date of the certificate. The dividend rate and APY are established at our discretion, and are subject to change without notice or limit.

#### **COMPOUNDING AND CREDITING**

Dividends will be compounded daily and credited to your account on the last day of each monthly cycle and on the last day of the year; on a 365/365 basis (366/366 leap year). Dividend disbursements issued by check must be greater than \$10 per share account. Dividends totaling \$10 or less will be posted to your share account unless otherwise indicated by you.

#### **DIVIDEND PERIOD**

For all dividend-earning accounts, the dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date is January 31. All other dividend periods following this same pattern of dates. The dividend declaration date follows the ending date of a dividend period. Dividends will be posted on the last day of the month, based on the intended dividend rate declared by the Board of Directors.

#### **DAILY BALANCE COMPUTATION METHOD**

We use the daily balance method to calculate the dividends earned on your account. This means the daily periodic rate is applied to the principal in your account at the end of each business day.



## **ACCRUAL OF DIVIDENDS**

Dividends begin to accrue on the business day you deposit cash or non-cash items (e.g., checks) to your account if deposited before close of business. Funds will not earn dividends on the day they are withdrawn.

### ➤ ***Bylaw Requirement to Maintain a Regular Savings Account “Share Account”***

You must open a Regular Savings Account to open any subsequent accounts. A minimum deposit equal to the Par Value of a Share of \$1 is required to open a Regular Savings Account and become a member of the Credit Union. If the balance of your Regular Share Account is subsequently reduced to less than the Par Value and remains so after six (6) months, the Credit Union may close your Account(s).

### ➤ ***Terms and Conditions Applicable to Specific Accounts***

The following paragraphs apply to all accounts opened with the Credit Union, except as specifically modified elsewhere in this Agreement.

### ➤ ***Additional Disclosures About Our Regular Savings Accounts***

#### **REGULAR SAVINGS ACCOUNT**

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

The minimum deposit required for you to open and maintain your Regular Savings Account is \$1 Par Value Share in the Credit Union. You must maintain a month-end aggregate account balance of \$250 or more to avoid the Minimum Balance Fee as disclosed in our Schedule of Fees and Charges.

You may avoid the monthly Minimum Balance fee if:

- You maintain a month-end aggregate account balance of \$250 or more;
- Your account has achieved Platinum Signature Membership;
- Your account has achieved Signature Membership;
- You have a current loan/line of credit/credit card account with a balance or have had activity within the last ninety (90) days;
- You have an active Wescom Financial Services Account (Accounts with Wescom Financial Services are not federally insured by the NCUA);
- You are less than 19 years of age;
- You are 19 through 22 years of age and elected to receive eStatements and are an active eBranch user (used service in the past calendar month);
- You currently have an active loan application in process (approved loans are valid for thirty (30) days from application date); OR
- Your account has been open ninety (90) days or fewer.

If you do not meet the qualifications of the account, your account will be assessed the minimum balance fee as disclosed in the Schedule of Fees and Charges.

##### **MINIMUM BALANCE REQUIREMENT TO EARN DIVIDENDS**

The minimum balance to earn dividends on your Regular Savings Account is \$1.

##### **TRANSACTION LIMITATIONS**

An Excessive Withdrawal Fee may be charged for each withdrawal or transfer in excess of four (4) within a calendar quarter as disclosed in our Schedule of Fees and Charges. The fee will be waived if the balance remaining in the account after the withdrawal exceeds \$250, or the aggregate total balance in all shares exceeds \$3,000 at the time of the withdrawal.

##### **DIVIDEND RATE INFORMATION**

This Account is designated as a variable rate account on the Dividend Rate Sheet. Dividend rate and yield may change at any time at the discretion of the Credit Union Board of Directors. Please refer to the section on “Payment of Dividends” for more information.

#### ***SPECIAL PURPOSE SAVINGS ACCOUNT***

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

The minimum deposit requirement to open or maintain a Special Purpose Savings Account is \$0.

##### **MINIMUM BALANCE REQUIRED TO EARN DIVIDENDS**

There is no daily balance required to earn the APY on the Special Purpose Savings Account as stated on the Dividend Rate Sheet. If your Special Purpose Savings Account has a \$0 balance for a period of six (6) months or more, the account is subject to closure. Please refer to the section on “Payment on of Dividends” for more information.

### **TRANSACTION LIMITATIONS**

An Excessive Withdrawal Fee will be charged for each withdrawal or transfer in excess of four (4) within a calendar quarter as disclosed in our Schedule of Fees and Charges. The fee will be waived if the balance remaining in the account after the withdrawal exceeds \$250, or the aggregate total balance in all shares exceeds \$3,000 at the time of the withdrawal.

### ***YOUTH SAVINGS ACCOUNTS***

#### **ACCOUNT ELIGIBILITY**

The Credit Union offers Youth Savings Accounts. Eligible members must meet the following criteria:

- **Piggybankers Account**  
For members ages 0 through 10 years old.
- **Fortune Finders Account**  
For members ages 11 through 14 years old.
- **GenEdge Account**  
For members ages 15 through 17 years old.

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

The minimum deposit and balance required for you to open your Youth Savings Account is \$1.

#### **MINIMUM BALANCE REQUIRED TO EARN DIVIDENDS**

There is no daily balance required to earn the APY on the Youth Savings Account as stated on the Dividend Rate Sheet. Please refer to the section on "Payment on of Dividends" for more information.

#### **ACCOUNT LIMITATIONS**

A Parent or Legal Guardian must be a Joint Owner on the Youth Savings Account. Account opening and the issuance of an ATM Card is subject to Account Joint Owner verification by ChexSystems (a consumer reporting agency); Early Warning Systems (an independent verification service); and Credit Union approval.

### **TRANSACTION LIMITATIONS**

An Excessive Withdrawal Fee will be charged for each withdrawal or transfer in excess of four (4) within a calendar quarter as disclosed in our Schedule of Fees and Charges. The fee will be waived if the balance remaining in the account after the withdrawal exceeds \$250, or the aggregate total balance in all shares exceeds \$3,000 at the time of the withdrawal.

### ***NON-PROFIT SAVINGS ACCOUNT***

#### **ACCOUNT ELIGIBILITY**

The Non-Profit Savings Account is only available to qualifying Clubs or Organizations. For current qualifying criteria, contact the Credit Union.

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

The minimum deposit required for you to open a Non-Profit Savings Account is \$1.

#### **MINIMUM BALANCE REQUIRED TO EARN DIVIDENDS**

The Non-Profit Savings Account is a non-dividend earning account.

### **TRANSACTION LIMITATIONS**

An Excessive Withdrawal Fee will be charged for each withdrawal or transfer in excess of four (4) within a calendar quarter as disclosed in our Schedule of Fees and Charges. The fee will be waived if the balance remaining in the account after the withdrawal exceeds \$250, or the aggregate total balance in all shares exceeds \$3,000 at the time of the withdrawal.

## **➡ *Additional Disclosures About Our Money Market Savings Accounts***

### ***TIER PLUS MONEY MARKET SAVINGS ACCOUNT***

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

The minimum deposit required for you to open your Tier Plus Money Market Savings Account is \$0.

If your Tier Plus Money Market Savings Account has a \$0 balance for a period of six (6) months or more, the account is subject to closure.

#### **DIVIDEND RATES BASED ON ACCOUNT BALANCE**

Dividends earned are set on a tiered basis. Balance below \$2,500 does not earn dividends. You must maintain the minimum balance in your Tier Plus Money Market Savings Account to obtain the APY as indicated on Credit Union's Dividend Rate Sheet. Please refer to the section on "Payment of Dividends" for more information.

### **ACCOUNT LIMITATIONS**

The tier assigned to an account will be determined by each day's ending balance.

The prospective dividend rate and APY set forth for the assigned tier will be paid on the entire balance in the account for that day.

### **TRANSACTION LIMITATIONS**

An Excessive Withdrawal Fee will be charged for each withdrawal or transfer in excess of four (4) within a calendar quarter as disclosed in our Schedule of Fees and Charges. The fee will be waived if the balance remaining in the account after the withdrawal exceed \$250, or the aggregate total balance in all shares exceeds \$3,000 at the time of the withdrawal.

### **BONUS RATE**

If your account includes the Bonus Rate, Signature Membership Terms and Conditions apply as disclosed in the Signature Membership brochure.

### ***ASSET MAXIMIZER ACCOUNT***

#### **ACCOUNT ELIGIBILITY**

The Asset Maximizer Account is offered to members who have an active Qualifying Wescom Financial Services Investment Account (QWFSIA).

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

The minimum deposit required for you to open your Asset Maximizer Account is \$0.

If your Asset Maximizer Account has a zero balance for a period of six (6) months or more, the account is subject to closure.

#### **DIVIDEND RATES BASED ON ACCOUNT BALANCE**

Dividends earned are set on a tiered basis. Balance below \$2,500 earns no dividends. You must maintain the minimum balance in your Asset Maximizer Account to obtain the APY as indicated on Credit Union's Dividend Rate Sheet. Please refer to the section on "Payment of Dividends" for more information.

### **ACCOUNT LIMITATIONS**

The tier assigned to an account will be determined by each day's ending balance.

The prospective Dividend Rate and APY set forth for the assigned tier will be paid on the entire balance in the account for that day.

Additionally, you must maintain the required minimum balance of \$10,000 in your QWFSIA in order for the Asset Maximizer Account to obtain the increased dividend rate stated on the Dividend Rate Sheet.

If the QWFSIA balance falls below \$10,000, the Asset Maximizer Account will not receive the increased dividend rate and the Asset Maximizer Account will convert to a Tier Plus Money Market Savings Account and will earn the dividend rate applicable to that account tier. The Tier Plus Money Market Savings Account will then convert back to an Asset Maximizer Account on the first day of the month following the month in which the minimum balance requirement is met in the QWFSIA.

**Wescom Financial Services Investment Accounts (QWFSIA) are not federally insured by the NCUA.**

### **TRANSACTION LIMITATIONS**

An Excessive Withdrawal Fee will be charged for each withdrawal or transfer in excess of four (4) within a calendar quarter as disclosed in our Schedule of Fees and Charges. The fee will be waived if the balance remaining in the account after the withdrawal exceeds \$250, or the aggregate total balance in all shares exceeds \$3,000 at the time of the withdrawal.

### **BONUS RATE**

If your account includes the Bonus Rate, Signature Membership terms and conditions apply as disclosed in the Signature Membership brochure.

### ***TIER PLUS MONEY MARKET INDIVIDUAL RETIREMENT ARRANGEMENT (IRA) SAVINGS ACCOUNT***

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

There is no minimum deposit required for you to open your Tier Plus Money Market IRA Savings Account. This Account is set on a tiered rate account. You must maintain a minimum daily balance to obtain the APY disclosed for the applicable tier of the account.

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

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

#### **ACCOUNT LIMITATIONS**

Other restrictions relating to early withdrawals from your IRA may apply. See your IRA Account Agreement and Disclosure Statement for more information.

#### **DIVIDEND RATE INFORMATION**

You must maintain the minimum balance in your Tier Plus Money Market IRA Savings Account to obtain the APY as stated on the Credit Union's Dividend Rate Sheet. Please refer to the section on "Payment of Dividends" for more information.

#### **BONUS RATE**

If your account includes the Bonus Rate, Signature Membership terms and conditions apply as disclosed in the Signature Membership brochure.

#### ***IRA ASSET MAXIMIZER ACCOUNT***

##### **ACCOUNT ELIGIBILITY**

The IRA Asset Maximizer Account is offered to members who have an active Qualifying Wescom Financial Services Investment Account (QWFSIA).

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

There is no minimum deposit required for you to open your IRA Asset Maximizer Account. This Account is set on a tiered rate account. You must maintain a minimum daily balance to obtain the APY disclosed for the applicable tier of the account.

Additionally, you must maintain the required minimum balance of \$10,000 in your QWFSIA in order for the IRA Asset Maximizer Account to obtain the increased dividend rate stated on the Dividend Rate Sheet. If the QWFSIA balance falls below \$10,000, the IRA Asset Maximizer Account will convert to a Tier Plus Money Market IRA Savings Account and will earn the applicable dividend.

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

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

##### **ACCOUNT LIMITATIONS**

If the QWFSIA balance falls below \$10,000, the Asset Maximizer Account will not receive the increased dividend rate and the IRA Asset Maximizer Account will convert to a Tier Plus Money Market IRA Savings Account and will earn the dividend rate applicable to that account tier.

Other limitations relating to early withdrawals from your IRA may apply. See your IRA Account Agreement and Disclosure Statement for more information.

**Wescom Financial Service Investment Accounts (QWFSIA) are not federally insured by the NCUA.**

##### **DIVIDEND RATE INFORMATION**

You must maintain the minimum balance in your IRA Asset Maximizer Account to obtain the APY as stated on the Dividend Rate Sheet. Please refer to section on "Payment of Dividends" for more information.

##### **BONUS RATE**

If your account includes the Bonus Rate, Signature Membership terms and conditions apply as disclosed in the Signature Membership brochure.

#### **➔ *Additional Disclosures About Certificate Accounts***

The following paragraphs apply to all Certificate Accounts opened with the Credit Union, except as specifically modified elsewhere in this Agreement.

##### **CERTIFICATE TERMS**

Wescom Certificate Account terms may vary from one (1) month to sixty (60) months. Please refer to Credit Union's Dividend Rate Sheet for available terms, dividend rates, and APYs.

##### **MINIMUM BALANCE REQUIREMENTS**

Unless otherwise stated in a specific account's disclosure, the minimum deposit required for you to open this account is \$500. You must maintain the required daily balance to obtain the APY indicated on the Dividend Rate Sheet at the time of opening your certificate. Account balances below any prescribed minimum deposit are subject to closure.

## **ACCOUNT LIMITATIONS**

Unless otherwise stated in a specific account's disclosure, once your Certificate Account is opened, additional deposits to your account prior to maturity are not allowed.

You may make withdrawals of dividends posted to your account at any time during the term of the certificate.

If you make withdrawals of principal from your certificate prior to maturity, the certificate will be subject to an early withdrawal penalty. See section on "Early Withdrawal Penalties" below.

## **PLEDGING OF FUNDS**

Certificates may not be pledged, transferred, or assigned to any party other than the Credit Union unless otherwise provided by statute. Shares invested for an IRA may not be pledged as security for any loan. The Credit Union reserves the right to offset this certificate except as otherwise precluded by law. If the Credit Union offsets funds from this certificate, the funds withdrawn are subject to the early withdrawal penalty.

## **EARLY WITHDRAWAL PENALTIES**

If you withdraw principal from your certificate prior to maturity, the certificate will be subject to an early withdrawal penalty. Application of this penalty may result in forfeiture of some principal, as well as dividends. The penalty imposed shall be as follows:

- If the certificate term is thirty (30) to one hundred seventy-nine (179) days, you shall forfeit an amount equal to thirty-one (31) days dividends on the principal balance.
- If the certificate term is six (6) months to twenty-three (23) months, you shall forfeit an amount equal to ninety (90) days dividends on the principal amount.
- If the certificate term is two (2) to five (5) years, you shall forfeit an amount equal to one hundred eighty (180) days dividends on the principal balance.

The Federal Reserve Board Regulations require an early withdrawal penalty of up to seven (7) days dividends on amounts withdrawn within the first six (6) days after the deposit.

## **EXCEPTIONS TO EARLY WITHDRAWAL PENALTIES**

The penalties stated above will not apply if:

- Withdrawals of earned and paid dividends;
- Withdrawals of certificate funds during the seven (7) day grace period following the automatic renewal of the certificate;
- Withdrawals made subsequent to the death of any owner of the Certificate Account, or is made pursuant to the Credit Union's Bylaws;
- The Certificate Account is part of a pension plan which qualifies or is qualified for specific tax treatment under Section 401(d) or 408 of the Internal Revenue Code and withdrawal is made to effect distribution of the funds evidenced by such account following the participant's death or disability or upon attaining not less than 70 1/2 years of age; or
- Withdrawals made as a result of the voluntary or involuntary liquidation of the Credit Union issuing the account.

## **MATURITY**

Your account will mature on the date stated on your Certificate Account Agreement and Disclosure provided to you at the time of opening your account. The Credit Union will send you a notice before each maturity date if the term of your Certificate Account is greater than one (1) month.

## **RENEWAL OF ACCOUNT AND GRACE PERIOD**

Unless otherwise stated in a specific account's disclosure, your account will automatically renew at maturity for the same time period as the original terms at the prevailing rate unless you withdraw all of the funds in your certificate at maturity or within a grace period of seven (7) days after maturity.

For any Certificates Accounts that renew, you may increase the amount in your account by any amount during the grace period up to any applicable maximum balance we establish. Additionally, if your Certificate has an add-on feature, the terms will be described in the Certificate Account Agreement and Disclosure applicable to your account.

The Credit Union reserves the right not to renew this account by giving you prior written notice.

## **DORMANT ACCOUNTS**

If your Certificate Account automatically renews and you do not correspond with us about your account for thirty-six (36) months after the original maturity date, we may classify your account as dormant. For more information on dormant accounts, please refer to "Dormant and Abandoned Accounts" and "Unclaimed Property" under the "Account Terms and Conditions."

## **DIVIDEND RATE INFORMATION**

Our Certificate Accounts are designated as fixed rate accounts. The dividend rate and APY for Certificate Accounts remain in effect until the maturity date of the certificate. Please refer to the section on "Payment of Dividends" for more information.

## **BONUS RATE**

If your account includes the Bonus Rate, Signature Membership terms and conditions apply as disclosed in the Signature Membership brochure.

## ***COLLEGE SAVER CERTIFICATE***

### **COLLEGE SAVER CERTIFICATE TERMS**

Please refer to Credit Union's Dividend Rate Sheet for available terms, dividend rates, and APYs.

### **ACCOUNT ELIGIBILITY**

The College Saver Certificate is available to Members 17 years of age and younger.

### **MINIMUM BALANCE REQUIREMENTS**

The minimum deposit required for you to open this account is \$250. You must maintain the required daily balance to obtain the APY indicated on the Dividend Rate Sheet at the time of opening your certificate. Account balances below any prescribed minimum deposit are subject to closure.

### **ACCOUNT LIMITATIONS**

If you make withdrawals of principal from your certificate prior to maturity, your account will be subject to an early withdrawal penalty. See section on "Early Withdrawal Penalties."

You may make deposits to this certificate at any time until the minor reaches the age of 18.

Once the minor reaches the age of 18, withdrawals of the principal balance are allowed during the certificate term without a penalty.

You may make withdrawals of dividends posted to your certificate at any time during the term of the certificate.

## ***IRA CERTIFICATE ACCOUNT***

### **IRA CERTIFICATE ACCOUNT TERMS**

The IRA Certificate Accounts include the Traditional, Roth, Health Savings Account (HSA), and Coverdell Education Savings Account. The IRA Certificate Account terms may vary from three (3) months to sixty (60) months. Please refer to Credit Union's Dividend Rate Sheet for available terms, dividend rates, and APYs.

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

All other terms and disclosures for our IRA Accounts are contained in the Credit Union's IRA Account Agreement and Disclosure Statement, which by this reference is incorporated into this Agreement in its entirety. When you open your IRA Account, the Credit Union's IRA Agreement and Disclosure Statement will be provided to you.

### **INCORPORATION OF HEALTH SAVINGS ACCOUNT (HSA) AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our HSAs are contained in the Credit Union's HSA Agreement and Disclosure Statement, which by this reference is incorporated into this Agreement in its entirety. When you open your HSA, the Credit Union's HSA Agreement and Disclosure Statement will be provided to you.

### **ACCOUNT LIMITATIONS**

If you make withdrawals of principal from your certificate prior to maturity, the certificate will be subject to an early withdrawal penalty. See section on "Early Withdrawal Penalties."

Once your IRA Certificate Account is opened, additional deposits to your account prior to maturity are not allowed.

You may make withdrawals of dividends posted to your account at any time during the term of the certificate.

Any account with a balance below the deposit prescribed minimum is subject to closure or transfer to an IRA Tier Plus Money Market Savings Account.

Other limitations relating to early withdrawals from your IRA may apply. See your IRA Account Agreement and Disclosure Statement for more information.

## **WITHDRAWALS AND DISTRIBUTIONS**

We will make your Required Minimum Distribution (RMD) per your instructions based on the most recent RMD form. In the event that funds have been depleted from the designated account(s), the Credit Union will disburse the difference from other share account(s) beginning with the account earning the lowest APY.

## ***TRANSITIONAL IRA CERTIFICATE ACCOUNT***

### **ACCOUNT ELIGIBILITY**

The Transitional IRA Certificate Account is available for rollovers from a qualified retirement plan, Traditional or Roth IRA rollovers or transfers from other financial institutions. Transitional funds must be new funds and cannot have been previously used to fund a Transitional IRA Certificate. The Credit Union reserves the right to deny the opening of a Transitional IRA at our discretion.

### **TRANSITIONAL IRA CERTIFICATE ACCOUNT TERMS**

The IRA Transitional Certificates Account is a three (3) month term account. Please refer to Credit Union's Dividend Rate Sheet for available terms, dividend rates, and APYs.

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

All other terms and disclosures for our IRA Accounts are contained in the Credit Union's IRA Account Agreement and Disclosure Statement, which by this reference is incorporated into this Agreement in its entirety. When you open your IRA Account, the Credit Union Agreement and Disclosure Statement will be provided to you.

### **ACCOUNT LIMITATIONS**

You may make a change in investment selection during the first three (3) months from the initial open date on this certificate before the maturity date.

You may make additional deposits into this certificate during the three (3) month term. Withdrawals made after the initial three (3) month period will be subject to early withdrawal penalties. See section on "Early Withdrawal Penalties."

You may make withdrawals of dividends posted to your certificate at any time during the term of the certificate.

Other limitations relating to early withdrawals from your IRA may apply. See your IRA Agreement and Disclosure Statement for more information.

### **RENEWAL OF ACCOUNT AND GRACE PERIOD**

Your account will automatically renew at maturity for three (3) months at the prevailing three (3) month Regular IRA Certificate Account rate unless you withdraw all of the funds in your account at maturity or within a grace period of seven (7) days after maturity.

The Credit Union reserves the right not to renew this account by giving you prior written notice.

## **➔ *Additional Disclosures About Our Checking Accounts***

### ***WESCOM CHECKING ACCOUNT***

#### **MINIMUM DEPOSIT AND BALANCE REQUIREMENT**

There is no minimum balance required to maintain a Wescom Checking Account. However, if your Wescom Checking Account has a \$0 balance for a period of six (6) months or more, the account is subject to closure.

#### **MONTHLY SERVICE CHARGE; MINIMUM BALANCE REQUIREMENTS TO AVOID MONTHLY SERVICE CHARGE**

The Wescom Checking Account is subject to a service charge as disclosed in our Schedule of Fees and Charges. You may avoid the monthly service charge as stated in the Schedule of Fees and Charges if:

- Your account has the reached Platinum Signature Membership; or
- Your account has the reached Signature Membership; or
- The primary account holder is at least 60 years of age; or
- You are less than 18 years of age or are maintaining a GenEdge or Fortune Finders Wescom Checking Account; or
- You are 18 through 22 years of age and elected to receive eStatements and are an active eBranch user (used service in the past calendar month); or
- Your checking account has been open for a period of ninety (90) days or fewer.

#### **MINIMUM BALANCE TO EARN DIVIDENDS**

Dividends may be paid to the Wescom Checking Account based on member eligibility. Please refer to the Signature Membership brochure for Signature Membership terms and conditions.

#### **DIVIDEND RATE INFORMATION**

This Account is designated as a variable rate account on the Dividend Rate Sheet. Dividend rate and yield may change at any time at the discretion of the Credit Union Board of Directors. Please refer to the section on "Payment of Dividends" for more information.

## *YOUTH WESCOM CHECKING ACCOUNT*

### **ACCOUNT ELIGIBILITY**

The Credit Union offers Youth Checking Accounts. Eligible members must meet the following criteria:

- **Fortune Finders Account**  
For members ages 11 through 14 years old.
- **GenEdge Account**  
For members ages 15 through 17 years old.

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

There is no minimum deposit required to open and maintain a Youth Wescom Checking Account. If your Youth Wescom Checking Account has a \$0 balance for a period of six (6) months or more, the account is subject to closure.

### **JOINT ACCOUNT HOLDER**

A Parent or Legal Guardian must be a Joint Owner on the Youth Wescom Checking Account. Account opening and the issuance of an ATM Card or Visa Debit Card is subject to Account Joint Owner verification by ChexSystems (a consumer reporting agency); Early Warning Systems (an independent verification service); and Credit Union approval.

### **DIVIDEND RATE INFORMATION**

The Youth Wescom Checking Account is a non-dividend earning account.

## ➔ ***General Checking Account Terms and Conditions***

The following terms apply to all Credit Union Checking Accounts. These terms are in addition to the terms in the Account Terms And Conditions section of this Agreement.

### ***STALE DATE ITEMS***

The Credit Union is under no obligation to pay a check on which the date is more than six (6) months old. If we do pay it, we will not be liable to you for any costs or damages. The Credit Union may assess a special handling charge upon receipt of any such item in addition to a service charge upon the account in accordance with the Schedule of Fees and Charges adopted by the Credit Union and as amended from time to time.

### ***CHECK ORDERS***

We would prefer that you order your personalized checks through the Credit Union; however, we recognize that you have other choices available for your check printing services. If you arrange for the printing of your checks by a company other than through the Credit Union, the form, encoding and format must follow our check specification requirements.

We will not be responsible for any costs or losses that may result if our equipment is not able to read and process checks you provide or obtain elsewhere. You must verify the accuracy of all information shown on your checks. If you find an error, do not use the checks. Notify us immediately of the error. Also, you may not use check stock which cannot be photocopied. Our liability in matters resulting from incorrectly printed checks ordered through the Credit Union is limited to the replacement of the checks, or cost of the checks. You agree to indemnify us against liability we incur from incorrect information on any check you write. If information is incorrect on any deposit slip you use, we may take additional time processing your deposit without incurring any loss due to the delay. You assume liability in matters resulting from incorrectly printed checks that you order through any source other than the Credit Union.

### ***OVERDRAFTS***

#### **CHECKING ACCOUNTS WITH OVERDRAFT TRANSFER PROTECTION FROM ANOTHER SHARE**

If a debit is presented for payment that would result in the Checking Account being overdrawn, and you have requested Overdraft Protection the Credit Union is authorized to charge the share you designate regardless of which party signed the item, in incremental amounts (or the account balance, whichever is less) as determined by the Credit Union sufficient to permit the Credit Union to honor the debit presented and any associated fees. Overdraft Transfer from a specified share or line of credit is subject to an overdraft fee, as stated in the Schedule of Fees and Charges. No overdraft may be paid by charging a Savings Account if, as a result of such charge, that Savings Account would be subject in any one month to more than six (6) pre-authorized, automatic or telephonic transfers.

#### **CHECKING ACCOUNTS WITH OVERDRAFT TRANSFER PROTECTION FROM A LINE OF CREDIT**

If a debit is presented for payment that would result in the Checking Account being overdrawn, and you have requested Overdraft Transfer from a line of credit eligible as an overdraft source, the Credit Union is authorized to make an advance from the Line of Credit, and to credit the advance to your Checking Account sufficient to permit the Credit Union to honor such debit presented and any associated fees. Overdraft Transfer from a specified Share or Line of Credit is subject to an overdraft fee, as stated in the Schedule of Fees and Charges.



## **COURTESY PAY**

The Credit Union's Courtesy Pay Program allows the Credit Union to automatically pay member checks/items (checks, ACH Debits, and BillPay) presented for payment against an available balance that is not sufficient to cover the item. Courtesy Pay is not a guaranteed overdraft line. The payment of items against an insufficient available balance is at the Credit Union's sole discretion, the Credit Union is under no obligation to pay any item that would cause an overdraft balance, but we retain the right to do so at our discretion. Courtesy Pay is subject to a Courtesy Pay fee, as stated in the Schedule of Fees and Charges.

## ***STOP PAYMENTS***

Unless otherwise provided, the rules in this section cover stop payments for checks. For rules regarding stop payments on other types of funds transfers (such as consumer EFTs), see the section entitled "Disclosure of Right to Stop Payment" in the "Electronic Funds Transfer Disclosure and Agreement."

We may accept an order to stop payment on any item from any authorized signer or from any other individual who has apparent authority to act on your behalf. Any stop payment order must be made in accordance with applicable law and must be received in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. Because stop payment orders are processed electronically, your stop payment order must precisely identify the number, date, and amount of the item, and the payee. You acknowledge that if you provide us with incorrect information, even if a close approximation, we will not be liable for payment of the check or debit.

Generally, a written stop payment order is effective for only six (6) months, unless renewed in writing before the end of the six-month period. If you verbally contact us to place a stop payment order, such order must be confirmed in writing fourteen (14) calendar days or such order will lapse. We are under no obligation to provide notification of a lapsed or expired stop payment order. A stop payment request may only be released by the person who requested the stop payment order.

You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You understand that a holder of the item may have enforcement rights against you despite the stop payment order.

You agree to hold the Credit Union harmless for the amount of said check or other item and to indemnify the Credit Union against any loss, expenses, and costs (including attorneys' fees) incurred by reason of its refusal to pay said check or other item. If the Credit Union has accepted, certified, paid in cash or settled a check or debit, or otherwise became obligated on such without a right to revoke settlement under statute, clearinghouse rules or other agreement, you may not place a stop payment of that check or debit.

There is a stop payment fee assessed for each stop payment order placed, as set forth in the Schedule of Fees and Charges including for such orders placed on lost or stolen checks.

## ***POST DATED CHECKS***

In order to assure that payment is not made on any postdated check you write, you must notify the Credit Union in the same manner and in such time as is required to process a stop payment order, and we may assess a fee. If you do not provide appropriate notice to the Credit Union, a postdated order expires six (6) months after receipt by us or on the date written on the check, whichever occurs first. You acknowledge and agree that we may verify the date of the check and unless prohibited by law, you authorize us to pay the check and debit your account, even if the check is presented for payment prior to the date written on the check. In addition, we may, in our sole discretion, return the postdated check. You also acknowledge and agree that we will not be liable to you or any payee or payer if we return a postdated check, or if we pay a postdated check drawn on your account when you have not provided appropriate advance notice to us of the postdated check.

## ***LOST OR STOLEN CHECKS***

You agree to notify us immediately if your checks are lost or stolen. For security reasons, we may close your applicable account and return checks marked "Refer to Maker" or otherwise. If it is necessary to close your account we may require you to sign a new Membership Application.

## ***IMMEDIATE CHECK PAYMENT- ELECTRONIC PRESENTMENT***

We may charge your account on the day a check or other item drawn on your account is presented to us. We may charge your account at an earlier time if we receive an electronic or other notice that such an item has been deposited for collection in another financial institution. We may determine the available balance in your account balance for the purpose of deciding to dishonor an item for insufficient funds at any time between the time we receive the item or notice of it and the time we must return it unpaid. We are not obligated to make this determination more than once.

## ***SUBSTITUTE CHECKS AND YOUR RIGHTS***

### **WHAT IS A SUBSTITUTE CHECK?**

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

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

### **WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?**

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

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

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

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

### **HOW DO I MAKE A CLAIM FOR A REFUND?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (888) 493-7266 ext. 5315 or by writing to us at 5601 E. La Palma Ave., Anaheim, CA 92807, Attn: Account Services. You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

### ***ELECTRONIC CHECK CONVERSION***

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

### ***PREAUTHORIZED TRANSACTIONS***

For additional information on your rights regarding Preauthorized Transactions, please refer to the section titled, "Additional Disclosures Applicable to Preauthorized Electronic Transactions."

### ***TRUNCATION OF CHECKS***

Your account statement will not include any original checks which have been paid against your Checking Account, however, the check number and amount for each check paid during the period will be listed on your statement. You waive any and all rights to receive the checks without prejudice to any of the Credit Union's defenses available under the California Commercial Code.

### ***SPECIAL ENDORSEMENT STANDARDS***

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

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

In the event that you draw a check on your Checking or Loan Account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold the Credit Union harmless and indemnify us from any liability due to such delay or misrouting.

## ***CHECK PROCESSING AND VERIFICATION***

### **AUTOMATED PROCESSING**

You understand and agree that the Credit Union may utilize automated means to process checks and other items written on or deposited to your account. Although the Credit Union may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require the Credit Union to do so.

The Credit Union may recognize the signature of any one Account Owner as authorized to transact business on that account. Any payment made to the Account Owner by the Credit Union in good faith and in reliance on the terms and conditions of this Agreement shall be valid and discharge the Credit Union from liability.

### **CHECKS WITH LEGENDS AND CONDITIONAL PAYMENT**

Although the Credit Union is not obligated to, we may pay or accept checks and other items bearing restrictions or notations (for example, "Void after 6 months", "Void over \$50", "Payment in full" and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such notation, you agree that it applies only to you and the payee/maker. The notation will have no effect on the Credit Union, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold the Credit Union harmless from any claim or alleged loss involving such notations whether you are the maker/payee or the funds are otherwise deposited into an account in which you have an interest. We may accept a deposit to your account from any source without questioning the authority of the source to make such deposit.

### **ENDORSEMENTS**

All payees should generally endorse checks that are jointly payable to the owners of the account. However, we are also authorized to cash or accept for deposit to the account:

- Checks payable to all owners but endorsed by only one;
- Checks payable to one or more owners; and
- Checks payable to one or more owners without endorsement, in which case we are authorized to provide the endorsement for owners.

The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require the endorsement as set forth on the check.

### **COLLECTION OF ITEMS**

The Credit Union reserves the right to send any item deemed not suitable for automated processing for collection. Collection fees will be assessed by the Credit Union as set forth in the Schedule of Fees and Charges. Additional fees may be charged by a remitting financial institution. Upon receipt of payment of the collection we will credit your account.

The Credit Union assumes no responsibility beyond the exercise of ordinary care in handling items on your behalf. Further, the Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will be liable only for its own negligence.

### **FINAL PAYMENT**

If a claim is made with respect to any items subsequent to final payment on the grounds that such item was altered or bore a forged or unauthorized endorsement, or was otherwise not properly payable, the Credit Union may withhold the amount thereof from the account until final determination of such claim. We have the right to refuse to accept any item for deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement or bear a conditional endorsement.

If you cash or deposit a check or other item to your account and it is returned unpaid, you may be charged for the amount of the item, as stated on the Schedule of Fees and Charges, plus any accrued or paid dividend. We will notify you that the item was returned unpaid and you will be charged for each item that is returned unpaid. If we automatically re-clear the returned item, you may also be charged. We may, without notice to you, send a returned item to the financial institution it's drawn on a second time in an attempt to obtain payment "automatic re-clearing", and we may charge you for this. We may also charge a check back to your account without incurring liability to you for conversion or for wrongful dishonor if it is returned to us by the financial institution it is drawn on with an affidavit of forged endorsement or similar document. We may not return a check to you if we cannot recover its full amount from your account(s).

We may require an endorsement or signature guarantee from another financial institution before we will cash a check drawn on your account when presented for payment by someone who is not our member.

## **LOST ITEMS**

We act only as your collection agent when receiving items for deposit or encashment. You should be aware that we reserve the right to reverse the credit for any deposited item or charge your account for cashed items should they become lost while in the process of collection. If we do not reverse a credit, you agree to assist us in collecting the amount of any lost items by providing us with such information and other assistance as we request. We may charge your account when a photocopy of a check you have written is presented to us for payment in place of a lost original, unless a stop payment order is in effect for the check.

## **NON-CASH PAYMENTS**

We reserve the right to refuse any non-cash item presented to us for payment. If accepted, all non-cash payments deposited into an account may be credited subject to final payment.

## **ORDER OF POSTING**

The Credit Union posts debit transactions to your account on the day they are presented for payment.

- Multiple debit transactions, other than checks, for the same account within a single electronic file, are generally posted in dollar amount order from low dollar to high dollar.
- Multiple checks for the same account received within a single file are generally posted in check number order from low number to high number.

We may give preference to any checks, debits, or other charges payable to the Credit Union. We may also give preference to any debit for which the Credit Union has already made a payment or a commitment for payment. We do not control when debits are presented for payment, nor do we control the time lag between when a payment is made or authorized and when it is received at the Credit Union. You should always make certain that sufficient funds are available in your account when you make or authorize a payment, and you should not rely on any delay based on prior experience or payee assurance.

# **HOW THE CREDIT UNION CALCULATES COURTESY PAY, DEBIT CARD, OVERDRAFT PROTECTION, NSF FEES AND WHAT YOU SHOULD DO TO AVOID THEM**

## **ACCOUNT BALANCE**

Your account has two kinds of balances: the ledger balance or account balance and the available balance. It is important to understand both. Your account balance is a running "ledger balance" of deposits and withdrawals. It includes all funds posted including those that are on hold and are therefore not available for withdrawal. It may also include other funds you have already "spent", such as checks you have issued or automatic payments you have authorized that have not yet been presented to us for payment. We use this balance only to calculate any dividends and to determine whether you meet the minimum balance requirement for the account type.

## **AVAILABLE BALANCE**

Your Available Balance is your account balance less any funds currently on hold. When you make a deposit by check we may place all, or a portion, of that deposit on hold. If we place a hold on your check deposit, we will let you know. See "Your Ability to Withdraw Funds" for details on check deposit holds. We also place funds on hold when we provide a merchant or other payee with an authorization to accept your Debit Card for a purchase or a payment. This occurs any time you use your card without entering your PIN. When we authorize your Debit Card transaction, we guarantee to the merchant or other payee that the Credit Union will pay the amount authorized provided that the transaction is completed. We therefore put a hold on the amount you have requested for us to authorize, which may not be the same as the amount of your purchase or payment. For details on when this may happen, see "Authorization Holds for Debit Card Transactions" section for more detail.

Your available balance is the balance we use to determine if you have sufficient funds to cover a transaction that is presented for payment against your account. Your account is considered overdrawn when the available balance in your account is negative at the time a transaction is posted to your account. A debit card transaction may cause your account to be overdrawn if the available balance is insufficient at the time of posting, even if the available balance was sufficient to pay the transaction at the time it was authorized.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are funds to cover a transaction that you want to make. This is because your available balance does not reflect transactions you have created or authorized that we are not yet aware of, including all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not been presented to us for authorization or payment. Also, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and posted to your account.

If you want to avoid or minimize NSF and/or Courtesy Pay fees, you should record and track all of your transactions to know how much is available to you. See “How to Avoid Overdraft Fees” below.

## **HOW AND WHEN WE POST DEPOSITS AND WITHDRAWALS TO YOUR ACCOUNT**

We receive deposit and withdrawal transactions in many different forms throughout each day. This can include non-business days. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law. In general, our posting order follows these guidelines:

- Direct Deposits and other electronic Automated Clearinghouse (ACH) credits to your account are posted in the early morning hours on the settlement date identified within the credit transaction. This will generally occur between 1:00 and 2:00 a.m. (Pacific Time) each banking day, but certain electronic credits may not post until shortly before our branch network opens at 9:00 a.m. (Pacific Time).
- Deposits made by check, whether in person, by mail, at an ATM, or through our SnapDeposit application, will generally be posted to your account when we receive them. Some SnapDeposits may be delayed for up to one business day for correction and/or image quality review.
- Debits that we receive in files from other financial institutions, including electronic ACH debits, most Debit Card transactions that you initiate without using your PIN, and checks you write that are not deposited or cashed at the Credit Union, are posted after 7:00 p.m. (Pacific Time) on banking days. We post Debit Card transactions first, followed by electronic ACH debits, followed by checks. An additional file of Debit Card transactions is received and posted on Sunday nights.
- If there are multiple debit transactions for your account within any single electronic ACH or Debit Card transactions file, we post them in low dollar to high dollar order. If there are multiple checks for your account within any single file of checks, we post them in low check number to high check number order.
- Withdrawals made at ATMs or in the Credit Union branches, Debit Card transactions you initiate using your PIN, and some Debit Card transactions that you initiate without using your PIN, are posted as they occur, including during non-banking hours and on non-banking days.

The above description reflects our current process and intent. Some transactions may be rejected from automated postings and require manual handling, in which case the order in which such transactions post may not follow exactly the above guidelines. It is important to know that the law allows us to change our posting order, temporarily or permanently, at any time. We may pay or authorize some items, and decline or return others, in any order we deem appropriate to the extent permitted by law. If we intend to permanently change our posting order or time, we will notify you in advance of the change.

## **AUTHORIZATION HOLDS FOR DEBIT CARD TRANSACTIONS**

When you make a purchase with your Debit Card without entering your PIN, the merchant or other payee may seek our prior authorization and guarantee of payment for the transaction. If we authorize the transaction, we place a temporary hold for the authorized amount in the account linked to your Debit Card. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance (generally in real time as transactions are received by us throughout each day). The Credit Union will not authorize everyday Debit Card transaction amounts that exceed your current available balance unless you have asked us to do so.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. Examples include, at-the-pump fuel purchases where the authorization occurs prior to fuel being pumped, restaurant purchases where the authorization occurs prior to the addition of a gratuity, or hotel or rental car transactions where the authorization is for an estimated amount prior to check-out. For those transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance.

We place authorization holds for up to three (3) business days (or for up to thirty (30) business days for certain types of Debit Card transactions) from the time of the authorization. If the transaction is not submitted for payment by the merchant within the specified time period, we must release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and it is posted to your account. We urge you to record and track all of your transactions closely to confirm that you will not overdraw your account by spending funds that are not available to you.

## **➡ *Insufficient Funds - Overdrafts and Returned Items***

### **OVERDRAFTS AND RETURNED ITEMS**

You are responsible for keeping track of your available balance. If you track your available balance accurately and you do not exceed this balance when a transaction is presented for payment or posted to your account, you will avoid overdrafts and the associated fees. It is imperative that you keep track of the outstanding transactions you may have authorized (such as outstanding checks or automatic bill payments for example), as your available

balance will not reflect these transactions until they are paid from your account. As discussed in the section entitled "Your Available Balance," our record of your available balance may also not reflect all of your Debit Card transactions. Also remember that you should not assume that you can avoid an overdraft on your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal. (See the section entitled "Your Ability to Withdraw Funds" for complete details).

### **INSUFFICIENT FUNDS**

We will generally charge a fee for any debit transaction that exceeds the available balance in your account at the time the transaction is presented for payment. Subject to applicable limits on fees, you may be charged a fee each time a transaction is presented for payment, even if the same transaction is presented for payment multiple times. If we pay the transaction, we will charge an overdraft (Courtesy Pay or Debit Card Overdraft Protection) fee, subject to any limitations such as minimum overdraft amounts and fee caps we impose. If we return the transaction, we will generally charge a returned item fee. Please see our Schedule of Fees and Charges for a listing of these and other fees.

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

### **➔ *How to Avoid Overdraft Fees***

The best way to avoid overdrafts and the associated fees is to track and record the running available balance in your account. The Credit Union offers both your balance and available balance on-line or by phone, but only you can know the actual amount of money that you have available to spend. This is because only you know the checks you wrote that have not yet been presented for payment or the amounts you authorized service providers to automatically debit from your account when your next bill is due.

The Credit Union also offers the following additional services to assist you in tracking your available balance or covering overdrafts in the event you make an error in tracking your balance:

- Text and eMail Alerts are available to let you know when deposits or withdrawals are made and/or when your balance or available balance falls below an amount you specify. These alerts can be set-up in eBranch. Our Member Service Center and Branch personnel are available to assist you if you have questions about setting up alerts.
- Automatic Overdraft Transfer Protection authorizes the Credit Union to cover Checking Account withdrawals presented against insufficient funds by charging your Savings Account(s) or Line of Credit. Overdraft from a specified share or Line of Credit is subject to an overdraft fee, as stated in the Schedule of Fees and Charges. No check overdraft may be paid by charging a Savings Account if, as a result of such charge, that Savings Account would be subject in any one month to more than six (6) pre-authorized, automatic or telephonic transfers. Overdraft Transfer Protection can be setup on eBranch or in person. Our Member Service Center and branch personnel are available to assist you if you have questions about Overdraft Transfer Protection.

If you have any questions, or if these disclosures are in any way unclear to you, we encourage you to call us. We will be happy to explain these policies and answer any questions you may have. Call us anytime at (888) 4-WESCOM (888-493-7266).

**Actual and Available Balances:** It is also important that you understand the difference between your "actual balance" and your "available balance" in order to properly manage the money in your account and avoid overdraft and insufficient fund fees. Your "actual balance" is the beginning of the day balance after the prior evening's posting. This balance is changed at the close of business every day and stands as is until the close of business on the following day. Your "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawal. Your available balance is updated throughout the day to reflect holds, pending transactions and cleared deposits. The difference between your actual balance and your available balance is the result of pending activity that has not yet posted to the account (example, any "pending" deposits, checks, transfers and withdrawals or holds on your account). We will use the "available balance" in your account to determine if you have sufficient funds to cover your transactions. You can determine your available balance at the ATM, by phone or by accessing your account online or with mobile banking.

You understand that you may be overdrawn even when your actual balance is positive. You also understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you wish to make because your available balance will not reflect all your outstanding checks, automatic bill payments or recent deposits. In addition, your available balance will not reflect all of your debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we are required to release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. We do not determine and are not responsible

for any hold amounts placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You must also keep careful records and practice good account management to avoid making transactions without sufficient funds available for withdrawal. For additional details on the availability of your funds for withdrawal, see the section entitled "Funds Availability Policy." If you have additional questions about your available or actual balance, please see a branch representative or call (888) 4-WESCOM (888-493-7266).

*Example 1: If you write a check for \$25 but it has not yet cleared your account, your available balance will be \$25 less than what is reflected by your actual balance.*

*Example 2: If you authorize a debit card transaction for \$30 but it has not yet posted to your account, your available balance will be \$30 less than what is reflected by your actual balance.*

*Example 3: The following transactions are not reflected in your available balance:*

- Any checks you have written that have not yet been presented for payment.
- Any automatic bill payments you have scheduled that have not yet been sent.
- Any debit card transactions where the authorization hold has been released but the transaction has not yet been submitted to the Credit Union.

## **YOUR ABILITY TO WITHDRAW FUNDS**

Our general policy is to make funds from your cash and check deposits available to you on the same day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you will have full access to those funds.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit before 6:00 p.m. (Pacific Time) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. (Pacific Time) or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 12:00 p.m. (Pacific Time) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 12:00 p.m. (Pacific Time) or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

In some cases, we will not make all of the funds that you deposit by check available to you on the same day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first (1st) business day.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### **LONGER DELAYS MAY APPLY**

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

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525 on any one 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 failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth (5th) business day after the day of your deposit.

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new member, the following special rules may apply during the first thirty (30) days your account is open. Funds from electronic direct deposits (ACH or Funds Transfer) to your account will be available on the day we receive the deposit. Funds from in-person deposits of cash, funds transfers, and the first \$5,525 of a day's total deposits of cashier's checks, certified checks, teller's checks, traveler's checks, and federal, state and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth (9th) 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 \$5,525 will not be available until the second (2nd) business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh (11th) business day after the day of your deposit.

### **HOLDS ON OTHER FUNDS**

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

### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

## **ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT**

This Disclosure and Agreement is given by the Credit Union in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform you of certain terms and conditions of the EFT services you have requested. At the present time, the Credit Union offers the following services to electronically access accounts at the Credit Union:

- Preauthorized Deposits
- Preauthorized Payments
- ATM
- Visa Debit Card
- Point-of-Sale (POS)
- Teller#Phone
- eBranch
- Mobile Banking
- BillPayer

Information applicable to all electronic services offered by the Credit Union is provided below, followed by certain specific information for each service. The agreements, terms, and conditions applicable to your use of each such service remain in full force and effect, except as specifically modified by this Disclosure and Agreement. By signing an application or account card for any such services or retaining, using, or allowing others to use the electronic service offered by the Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to the Credit Union.

### **➡ *General Disclosures Applicable to All Electronic Services***

#### **ADDITIONAL BENEFITS/ENHANCEMENTS**

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

#### **BUSINESS DAYS**

Our business days are Monday through Friday, excluding holidays.

#### **CHANGE IN TERMS**

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

#### **CHARGES FOR ELECTRONIC SERVICES**

In order to obtain any electronic services, you must open and maintain a Savings Account and additional account(s) as applicable. All charges associated with our EFTs are disclosed in our Schedule of Fees and Charges.

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

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

- When it is necessary to complete the transaction;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders or other legal process; or
- If you give us your prior verbal or written permission.



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

If you believe your ATM Card, Debit Card, PIN, and/or Password has been lost, compromised, or stolen, contact us at: (888) 493-7266 (24 hours a day/7 days a week).

If you believe that an electronic transfer has been made without your permission using information from your check, you should notify us by telephone at (888) 493-7266, log on to eBranch and notify us using the "Chat With Us" option, write to us at P.O. Box 7058, Pasadena, CA 91109 or e-mail us at mail@wescom.org.

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

You must telephone us at (888) 493-7266, e-mail us at mail@wescom.org, log on to eBranch and notify us using the "Chat With Us" option, or write to us at P.O. Box 7058, Pasadena, CA 91109-7058 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When contacting us, please make sure to:

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

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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

Errors involving business-to-business transactions are not subject to the same error resolution rules and procedures as consumer transactions. If you detect an electronic transfer error on an account you use for your business, you must notify us no later than close of business on the business day following the date of the transaction.

## **ATTORNEY FEES AND OTHER FEES**

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

## **OTHER AGREEMENTS**

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

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

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

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

There may be other exceptions not specifically mentioned above.

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

### **• Periodic Statements**

Transfers and withdrawals you make through any ATM or POS terminal, Debit Card, audio response (Teller#Phone), preauthorized EFTs, eBranch, or BillPayer will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

### **• Terminal Receipt**

You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal or Debit Card Transaction with a participating merchant. Depending on the terminal, or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

### **• Direct Deposit**

If you have arranged to have direct deposits made to one of your accounts at least once every sixty (60) days from the same person or company, you may log into eBranch, call Teller#Phone or call us at (888) 493-7266 or (626) 535-1000 to find out whether or not the deposit has been made. You will receive a monthly account statement, unless there is no transfer in a particular month. However, if the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

If, in connection with a direct deposit plan, the Credit Union deposits or credits any amount in your account which should have been returned to the state or federal government or any other third party for any reason, you authorize us to deduct the amount from your account or from any other account you have with us without prior notice and at any time, except as prohibited by law. You also authorize us to use any other legal remedy to recover the amount of our liability.

## **SEVERABILITY**

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

## **TERMINATION**

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

- You or any authorized user of your ATM/POS/Debit Card/eBranch/BillPayer/PIN or account breaches this or any other agreement with the Credit Union;
- We have reason to believe that there has been, or might be, an unauthorized use of your ATM/POS/Debit Card/eBranch/BillPayer/PIN or account;
- You or any authorized user cause a loss to the Credit Union or do not keep your obligations; or
- You or any authorized user of your ATM/POS/Debit Card/eBranch/BillPayer/PIN or account request that we do so.

## **WAIVER OF RIGHTS**

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

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

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

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

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

Tell us AT ONCE if you believe your ATM/POS Card and/or PIN has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft Line of Credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM/POS Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your ATM/POS Card or PIN, and we can prove that we could have stopped someone from using your ATM/POS Card or PIN without your permission if you had

told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the close of sixty (60) days and notice to us. If your delay in notifying the Credit Union was due to extenuating circumstances, we shall extend the times above to a reasonable period. If you have authorized someone else to use the ATM/POS Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

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

Tell us AT ONCE if you believe your PIN has been lost or stolen or if you believe that an electronic transfer has been made without your permission using information from your check or there are transactions you did not authorize. Prompt notification is the best way of keeping your liability to a minimum. If you tell us within two (2) business days, you may be liable for no more than \$50 if someone used your PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your PIN, and we can prove that we could have stopped someone from using your PIN without your permission if you had told us, you could be liable for as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may not be reimbursed for any portion of the amount after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If your delay in notifying the Credit Union was due to extenuating circumstances, we shall extend the times above to a reasonable period. If you have authorized someone else to use the PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

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

Tell us AT ONCE if you believe your Debit Card and/or PIN has been lost or stolen or if your statement shows an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft Line of Credit if you have one with us). If you tell us within sixty (60) days of our sending your statement, you can lose no more than \$50 if someone used your Debit Card without your permission. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the close of the sixty (60) days and before notice to us. If your delay in notifying the Credit Union was due to extenuating circumstances, we shall extend the times above to a reasonable period. If you have authorized someone else to use the Debit Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

### **SPECIAL NOTICE TO VISA<sup>®</sup> DEBIT CARDHOLDERS**

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be \$0. This provision limiting your liability does not apply to Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above \$0 liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than sixty (60) days after your statement was made available to you.

### **YOUR PERSONAL IDENTIFICATION NUMBER "PIN"**

The Credit Union will issue you a PIN for Teller#Phone, ATM/POS, and Debit Card transactions that require the use of a confidential code or number. This number should be memorized - DO NOT write it on your ATM/POS or Debit Card. Do not post it where it can be readily accessible. After memorizing your PIN you should destroy the notice disclosing it in a secure manner. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one. You can also select your PIN or change your PIN at any of our branches. The PIN you select should not be a code that could be easily guessed or repetitive digits such as 1111.

### **YOUR RESPONSIBILITY FOR TRANSACTIONS**

You are responsible for all transactions you make with an ATM/POS/eBranch/BillPayer/Debit Card or that you authorize another person to make. In the event a transaction you authorized exceeds the balance in your account, and we approve the transaction, you are responsible for the entire transaction amount. You understand that if you disclose your PIN/Password to anyone, they will have access to all accounts identified by your account number or connected to your card. You are responsible for all transactions made by another person when you voluntarily give them your code, card and/or PIN (even if that person exceeded the amount for which you gave permission). If the Account is a joint account, all transactions involving the account are binding on all Account holders. You agree to indemnify, defend and hold the Credit Union and our providers harmless from and against any third party claims, including any damages, costs, expenses and attorneys' fees arising out of your use of an ATM/POS/eBranch/BillPayer/Debit Card.

## **INFORMATION UPDATING SERVICE**

If you have authorized a merchant to process a recurring charge on your Debit Card, it is your responsibility to notify the merchant in the event your Card is replaced, your account information such as expiration date or card number changes, or your account is closed. Your Debit Card is automatically enrolled in an information updating service and through this service you authorize us to share your updated Card number, Card status or expiration date with participating merchants to facilitate recurring charges. However, updates are not guaranteed and you are responsible for providing your updated account information to the merchant to continue recurring charges. You are responsible for making direct payments to the merchant until recurring charges resume.

### **➡ *Additional Disclosures Applicable to Preauthorized Electronic Transactions***

If you have arranged with a third party to have preauthorized electronic deposits made to your account or recurring payments withdrawn from your account the following information applies to you.

## **PROVISIONAL CREDIT**

If your electronic transfer is received or initiated via Automated Clearinghouse (ACH), you agree that such transfer is provisional until final settlement is received. This means that the Credit Union may provide you with access to ACH funds before we actually receive the money. If the Credit Union does not receive the money, we may reverse the entry on your account and you will be liable to repay the Credit Union for the amount credited.

We are under no obligation to provide next-day notification of our receipt of ACH credit transfers. The Credit Union will provide you notice of receipt of such items on your account statement.

## **RECEIPT OF FUNDS**

We may accept on your behalf payments to your account which have been transmitted through one or more ACH and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the Operating Rules of the National Clearing House Association, which are applicable to ACH transactions involving your account.

ACH payments which are not subject to the Electronic Funds Transfer Act are those ACH transfers to and from non-natural person accounts, such as a Written Trust, Club/Organization, Partnership, LLC and Corporation accounts. ACH transfers to and from natural person accounts, such as Individual, Joint Accounts with Rights of Survivorship, CA Uniform Transfer to Minors Act, and Sole Proprietorship accounts, are subject to and covered by the Electronic Funds Transfer Act.

## **TRANSACTIONS AVAILABLE**

You may use ACH services to perform the following transactions:

- Make deposits to your Savings and/or Checking Account;
- Pay bills directly from your share (limited to six (6) pre-authorized, automatic, telephonic or online transfers) or Checking Account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time electronic payment from your Checking Account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your Checking Account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us. If we are unable to verify a payment or deposit, the payment or deposit may be subject to hold.

It is your responsibility to cancel/delete electronic transfers you have set up.

## **ELECTRONIC CHECK CONVERSION**

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

## **RIGHT TO RECEIVE DOCUMENTATION OF PREAUTHORIZED PAYMENT**

You may obtain copies of the preauthorized payment documentation from the third party being paid at the time you give them the initial authorization.

## **RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS**

If your preauthorized payment varies in amount, the party you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

## **RIGHT TO STOP PAYMENT OF PREAUTHORIZED ACH TRANSFERS**

If you have authorized a payee to debit your account, you can stop any of these payments. To place a stop payment, call us at (888) 493-7266 or (626) 535-1000, log on to eBranch, or write to us at P.O. Box 7058, Pasadena, CA 91109-7058, in time for us to receive your request three (3) or more business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and we must receive it within fourteen (14) days after you call.

Such stop payment notice will apply only to the payments you specify. Stop Payment orders on single payments will expire only after the payment has been stopped and returned. Stop Payment orders that are placed on all debits from a specific payee do not expire. You may request cancellation of either type of Stop Payment order. To be sure that a third party does not bill you again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, you understand that you are responsible for canceling the authorization with the third party. The standard stop payment fees apply for each stop payment request you place as stated in the Schedule of Fees and Charges.

## **YOUR LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER**

If you order us to stop one of these payments three (3) or more business days before the transfer is scheduled, and we do not do so, we will be liable for your actual losses up to the full amount of the payment. You understand you are responsible for canceling the authorization held by the merchant. See the applicable "Stop Payment" section of this Agreement.

## **YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC PAYMENTS**

You may be liable for unauthorized transfer made from your account(s) by a third party. If you believe such transfer has occurred, you must follow the procedures outlined in the "In Case of Errors or Questions About your Electronic Service Transaction" section of the "General Disclosures Applicable to All Electronic Services" section of this Agreement.

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

### **RULES FOR USE**

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

### **ATM FEES**

When you use an ATM not owned by the Credit Union or the CO-OP Network, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. A fee will not be imposed for use of an ATM/POS/Debit Card issued by the Credit Union used at an ATM operated by the Credit Union or CO-OP Network.

All non-Wescom and non-CO-OP ATM transactions are subject to the Credit Union ATM transaction fees as disclosed in the Schedule of Fees and Charges.

### **TRANSACTIONS AVAILABLE**

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

- Make deposits to your Savings or Checking Account(s);
- Make payments to your Loan or Credit Card Account(s);
- Withdraw cash from your Savings or Checking Account(s);
- Advance cash from your Line of Credit or Credit Card Account(s);
- Transfer funds between your Savings, Checking, Loan Account(s) and Credit Card(s);
- Make point-of-sale transactions to merchants for goods and services from your Checking Account, obtain cash back from a POS transaction; and
- Make account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us. Fees may apply for each transaction even if made at the same time. Thus, a fee may be charged for a balance inquiry and another fee may be charged for a cash withdrawal even if both transactions are executed at the same time.

### **LIMITATIONS ON TRANSACTIONS**

You may make ATM cash withdrawals up to \$500 from ATMs or POS transactions (ATM or Debit Card) up to \$5,000 each twenty-four (24) hour period as long as your available balance will cover the transaction. There are no limits on the number of daily POS transactions you may make.

Higher ATM limits may apply based on member eligibility.

Youth Accountholders have the following limits as long as your available balance will cover the transaction:

- **Piggybankers Accountholders**  
Up to \$40 for ATM cash withdrawals each twenty-four (24) hour period.
- **Fortune Finders Accountholders**  
Up to \$100 for ATM cash withdrawals and \$250 for POS transactions each twenty-four (24) hour period.
- **GenEdge Accountholders**  
Up to \$250 for ATM cash withdrawals and \$500 for POS transactions each twenty-four (24) hour period.

Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein.

### **ACCESS CARDS**

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

### **ATM SAFETY**

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

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

### **➡ *Additional Disclosures Applicable to Audio Response "Teller#Phone"***

#### **TRANSACTIONS AVAILABLE**

You may use our Audio Response Service to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend date and amount through account history or you may obtain year-to-date current and prior year history;
- Verify payment of specific checks;
- Place a stop payment on a specific check;
- Request a check withdrawal from your Savings, Checking, Line of Credit or Credit Card Account(s);
- Transfer funds between your Savings, Checking, Line of Credit or Credit Card Account(s);
- Access your Line of Credit Account(s) to request loan advances; and
- Make loan payments.

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

## **TRANSACTION LIMITATIONS**

The maximum amount you may withdraw by check or transfer between your accounts may not exceed \$10,000.

### **➔ *Additional Disclosures Applicable to Visa® Debit Card Services***

#### **DEBIT CARD ISSUANCE**

"Debit Card" means the Credit Union Visa Debit Card and any duplicates, renewals or substitutions the Credit Union issues to you. "Account" means the account designated on the application for your Visa Debit Card.

#### **MERCHANT DISPUTES**

The Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you or (b) your purchase cost more than \$50 and was made in your state or within one hundred (100) miles of your home.

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

Merchants will obtain an authorization for transactions made with your Debit Card. We may limit the number of transactions or dollar amount of daily transactions you are able make. If we suspect a transaction is fraudulent, we may decline the transaction and temporarily suspend your ability to use your Debit Card.

#### **USE OF THE DEBIT CARD**

You may use the Debit Card and PIN to:

- Withdraw cash from your Savings, Checking, or Loan(s) you have with the Credit Union at ATMs, merchants, or financial institutions that accept Visa Debit Cards;
- Purchase goods and/or services at places that accept Visa Debit Cards (these are point of sale or POS transactions);
- Transfer funds between your Savings, Checking or Loan(s) you have with the Credit Union; and
- Make deposits to your Savings, Checking and/or payments to your Loan or Credit Card Account(s) you have with the Credit Union.

You may use the Card without the PIN to:

- Purchase goods and/or services at places that accept Visa Debit Cards;
- Order goods and/or services by mail or telephone from places that accept Visa Debit Cards;
- Order goods and/or services without a PIN by mail, online or telephone at merchants who offer payment transactions processed through the STAR, CO-OP or any other debit card network; and
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network; and
- Make automatic payments from your account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

Use of the card, the account number on the card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Visa Debit Cards is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account. When the Credit Union receives notification of a card transaction, it will put a hold on an equivalent amount of funds in your Checking Account for three (3) days or until the day the transaction is charged to your account.

Some travel and entertainment merchants such as car rental agencies and hotels may authorize multiple transactions during your car rental or hotel stay. These transactions may be combined and post to your account as a single transaction.

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

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

You agree that your card will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to online gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized

user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

### **OVERDRAFTS**

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your account. Overdraft transfers from a specified Share or Line of Credit are subject to an overdraft fee as stated in the Schedule of Fees and Charges. The Credit Union may deduct the amount of any overdraft on your Account from any other Account you have with the Credit Union, except as prohibited by law.

### **REFUSAL TO HONOR CARD**

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

### **FOREIGN TRANSACTIONS**

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. The conversion rate in dollars will be a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percent (1%) foreign transaction fee charged by the Issuer.

## **➔ *Additional Disclosures Applicable to Internet Banking “eBranch” and Mobile Application***

### **eBRANCH AND MOBILE APPLICATION ACCESS**

The Credit Union provides you with access to your account over the Internet via eBranch, via eText (SMS) and via Mobile applications. Access and usage of these applications and any of the features are made available to authorized users under conditions described in this document, and in terms of agreements required when using, or enrolling into each separate feature such as Transfers To/From Another Financial Institution, BillPayer, Alerts, Stop Payments, Zelle®, Multi Account Access and SnapDeposit.

Access is a privilege and may be revoked at any time without any prior notice in the event of suspicion of fraud or to allow the credit union to validate and/or authenticate access or activity as determined by the Credit Union staff or reported by you.

Specific data about your online access, including your location and computer or mobile device identifying information is recorded and monitored for security purposes.

The Credit Union provides you with the tools to monitor your online account access via the “Logon History” and via the “Notify Me” feature. These and other security features can be accessed from eBranch. It is your responsibility to monitor and report any unusual online account activity.

### **SYSTEM REQUIREMENTS**

eBranch and Mobile Application allows convenient access to your account information twenty-four (24) hours a day.

#### **eBranch System Requirements**

To use eBranch you must have Internet access, the most current web browser, as well as your User ID or account number and online password. Third party fees may apply for data and Internet access. Contact your mobile or Internet carrier for additional information.

#### **Mobile Application Requirements**

To use the Mobile Application, you must have a mobile device with Internet access and with the most current iOS or Android™ Operating System or a version prior to the most current version. You must also have your User ID or Account number and Online Password. Third party fees may apply for data and Internet access. Contact your mobile or Internet carrier for additional information.

To access your account, download the Wescom Credit Union Mobile Application from your device’s application store. The Operating System version must be compatible with the latest version of the application, as determined by your device’s application store.

### **YOUR INTERNET E-MAIL ADDRESS**

An Internet e-mail address is required to access eBranch. It is your responsibility to maintain the most current address in eBranch and within our eBranch Alerts systems.



We may remind you of an invalid e-mail address on file as you log into eBranch and may reset your statement selection back to paper statements if a current e-mail address is not provided. A service fee will be charged to your account for handling of returned undeliverable e-mails as stated in the Schedule of Fees and Charges.

We will use the primary eBranch e-mail address to notify you:

- Whenever a new message is received within your eBranch eMailbox;
- Of any exceptions that occurred when processing your Bill Payments, SnapDeposit or Zelle®;
- Of any exceptions that occurred when transferring funds between other financial institutions;
- When your statement is available online; and
- Of any account related promotions and additional information.

### **YOUR eBRANCH PASSWORD**

Your account number or user identification and eBranch password are required for eBranch access. A password can be six (6) to fifteen (15) alphanumeric characters, including most special characters. You are responsible for securely maintaining your account number or user identification number and eBranch password. You are responsible for transactions by you and your authorized users. Unauthorized or suspicious account access should be reported immediately.

When setting up or updating your password, we strongly suggest the use of both alpha and numeric characters. Avoid words that can be found in any personal identification documents or the dictionary. We also recommend that you regularly change your password for additional protection.

### **eBRANCH ALERTS**

The eBranch Alerts system is designed to notify you of specific actions taking place on your account, as specified by you.

Up to five (5) e-mail addresses can be configured to deliver any of the alert notifications that are available. It is your responsibility to maintain these e-mail addresses. Up to three (3) mobile device numbers can be specified for SMS text alerts, available only for Debit Card or Credit Card signature based purchases. Standard wireless carrier text charges may apply. Check with your wireless carrier provider.

The Credit Union may deactivate, without any prior notice, any alerts set up on closed accounts or those that were sent to an e-mail address that is returned undeliverable.

### **eBRANCH TRANSFER TO/FROM ANOTHER FINANCIAL INSTITUTION**

This feature allows you to send a deposit or a withdrawal request to another financial institution. These transactions are processed via the Federal Reserve's ACH system. An immediate debit and credit verification will be generated by eBranch to each of your new Financial Institution setups. You will be required to unlock the transfer function to this new account by providing the verification transaction amount before any transfers can be scheduled.

If your payment order or other funds transfer is sent or received through an ACH system, you will be subject to all applicable rules of such clearinghouse, and any applicable rules set forth in Federal Reserve Operating Circulars. You agree that you will not initiate any ACH transfer that violates any law of the United States of America.

You agree that you are an Owner and Authorized Signer on the accounts at the destination financial institution and can originate these types of transactions. You further agree to provide verification of such ownership and signing privilege upon request.

Transfers can be scheduled at any time not to exceed the daily aggregate limit as set by the Credit Union. Transfers are not processed the day prior to any Federal observed holiday. The actual observed holiday may change from year to year. Please contact the Credit Union for a complete listing of observed holidays.

Debits to Savings Accounts are subject to regulatory limitations as defined in the "Transaction Limitations" and "Transfer of Funds Limitations" section in this Agreement for the specific account type. From time to time, we may process your transfers on the following morning from the scheduled processing date. This does not affect or extend the transmission of your request to the receiving institution.

The Credit Union may cancel without any further notification any pending one time or recurring financial institution transfers setup from a closed account or at the discretion of the Credit Union's support staff.

### **RIGHT TO CANCEL TRANSFERS**

If you have used eBranch to schedule future or one-time or recurring transfers within your account, to another Credit Union Member's account, or to or from an account at another financial institution, you can cancel those transfers, provided the funds to be transferred have not yet been withdrawn from your Credit Union account or the debit has not yet been sent to our ACH Operator for processing.

## **STOP PAYMENTS**

The eBranch stop payment feature allows you to place a stop payment request on personal checks written from your Credit Union Account. We reserve the right to revoke your request if the check has already been accepted for payment and processed, or if the stop payment request has been received within twenty-four (24) hours prior to the check being presented for payment. It is your responsibility to renew stop payment requests that have or will expire.

## **ADDRESS CHANGES**

Primary accountholders can update through eBranch their primary or alternate domestic mailing address and home, work, and/or mobile telephone numbers. It is your responsibility to maintain a current mailing address and contact information. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

A service fee will be charged to your account for handling of returned undeliverable mail or e-mail as stated in the Schedule of Fees and Charges.

## **TRANSACTIONS AVAILABLE**

You may use eBranch service to perform the following transactions:

- Obtain account/loan balance and history;
- Obtain loan payment due date and payoff information;
- Obtain last dividend date and amount through account history;
- Verify payments of specific checks;
- Request check withdrawals from your Checking, Savings and/or Lines of Credit Accounts;
- Transfer funds from your Checking, Savings and/or Lines of Credit Accounts;
- Access your Line of Credit for loan advances by check or transfer;
- Download transaction information to personal financial management software;
- Make loan payments; and
- Pay bills through BillPayer from your Wescom Checking Account(s);
- Other features as added.

You may use the Wescom Mobile Application to also perform the following transactions:

- Transfer funds to anyone via PayPal™;
- Send and receive money with people you know and trust from your Wescom Checking Account using Zelle®; and
- Make a deposit via SnapDeposit.

You may use the Wescom eText (SMS Text) service to perform the following transactions:

- Obtain account/loan balance and history information; and
- Transfer funds from your Checking, Savings and/or Lines of Credit Accounts.

## **SNAPDEPOSIT**

The Credit Union offers the ability to remotely deposit checks through the mobile SnapDeposit application. The use of this application is made available based on specific member eligibility and requires agreement and acceptance of separate terms and conditions. Please visit [www.wescom.org](http://www.wescom.org) or call us at (888) 493-7266 for additional information or eligibility requirements.

## **ZELLE®**

The Credit Union provides you the ability to initiate payments from your checking account using Zelle via the Mobile Application. The Zelle service requires the user to accept the terms and conditions of a separate agreement via the mobile application, upon access and use of the service. Please visit [www.wescom.org](http://www.wescom.org) or call us at (888) 4-WESCOM (888-493-7266) for additional information or eligibility requirements.

## **➔ *Additional Disclosures Applicable to Internet BillPayer***

The Credit Union's BillPayer service is made available to you under guidelines described in this document and via the online enrollment disclosure. You authorize the Credit Union to charge your designated Checking Account(s), Credit Card(s) or Line of Credit(s) for any transactions processed through the use of our BillPayer service, including all charges as shown in the Schedule of Fees and Charges associated with BillPayer service. This service may be revoked at any time by the Credit Union and any payments scheduled may be cancelled at any time without any further notification in the event of misuse, fraud, abuse and/or any other violations of regulations described in this disclosure.

## **REQUIREMENTS AND YOUR RESPONSIBILITIES FOR USE OF THIS SERVICE**

The Credit Union reserves the right to refuse the processing of any payments. The Credit Union also reserves the right to screen payee data and reject a payee record or a payment as mandated by federal or other law. The Credit Union will notify you of any such refusal within three (3) business days following receipt of your process date.

### **SYSTEM REQUIREMENTS**

To use BillPayer you must have a computer, Internet service, browser, your account number and a PIN or Access Code.

### **YOUR PAYEE RECORDS**

Payee records are created by you and include all the necessary data to make your payment, such as the payee name, address, phone and account number.

You may add and delete payees or modify dollar amount within the BillPayer service. You may edit your personal information on a payee record. The Credit Union may update these records without any further notification to correct errors or update account information as provided by the payee in order to process your payment.

It is your responsibility to properly maintain your payee information. The Credit Union is not responsible if a BillPayer payment cannot be processed by the payee and/or is misrouted due to invalid, incomplete, or outdated payee information provided by you.

The BillPayer service may be used to make payment to payees within the United States, Puerto Rico and its territories.

### **SCHEDULING A PAYMENT**

Payments can be scheduled to any payee on your account from any Checking Account, Wescom Credit Card, or Personal Line of Credit at the Credit Union. You can schedule payments at any time with a maximum per payment limit of \$100,000.

Payments are scheduled on the date you wish the funds withdrawn from your account. These withdrawal dates are limited to Sunday through Friday, excluding a day prior to an observed Federal Holiday.

Payments are made to your payee either electronically via ACH or by check. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider, which is determined at the time of scheduling. It is your responsibility to allow sufficient days from the withdrawal date for check or electronic payments to be received and processed by your payee. It may take one (1) to two (2) business days for electronic payments and up to seven (7) business days for check payments to be received and processed by your payee. Check payments are mailed from the mid-west via the US Postal Service stamped First Class and are not "Postmarked." At times, check payments may be delayed by the payee processor. The Credit Union will not be responsible for such delays.

The Credit Union may restrict your account from scheduling further payments in the event you have a delinquent loan or your account fails to comply with guidelines specified within this document.

BillPayer checks are void after ninety (90) days from the issue date. We may from time to time send you an e-mail notification reminder whenever a check payment had not cleared. You are responsible for any late payments, late fees, interest payments and service fees charged by your payee(s) and for allowing sufficient time for bill payments to be processed so that funds can be delivered to the payee on or before the due date.

The BillPayer service provided is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee in accordance with this Agreement. The Credit Union and the BillPayer service provider are not liable for any damages you incur if you do not have sufficient funds in your designated Checking Account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of payee address or account number, the failure of any payee to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or the BillPayer service provider.

### **EDITING OR CANCELLING A PENDING PAYMENT**

You may edit or cancel any one time or recurring pending payment via BillPayer prior to the payment withdrawal date. You may not edit or cancel a payment after we have withdrawn the funds from your account.

### **BILL PAYMENT WITHDRAWALS**

Scheduled payments will be withdrawn from your account at approximately 8:00 p.m. (Pacific Time) on the withdrawal date you have specified. From time to time, the Credit Union may withdraw due payments from your account at any time prior to or after the above scheduled time.

It is your responsibility to have sufficient available funds for the payment(s) to be processed. Any applicable overdraft, Courtesy Pay, NSF or stop payment fees will be charged by the Credit Union as a result of these transactions as disclosed in our Schedule of Fees and Charges. The Credit Union will overdraft from your other share accounts (as applicable) according to the instructions you have given the Credit Union (if any) if there are not sufficient funds in the designated Checking Account.

Payments scheduled from a Personal Line of Credit are processed from the Line of Credit as an advance.

Payments scheduled from a Wescom Credit Card will be processed as cash advances to a Checking Account where the payments will be withdrawn from. The cash advance fee is waived for Bill Payments.

### **HANDLING OF PAYMENT EXCEPTIONS**

An automatic e-mail notification will be sent to the primary e-mail address on file whenever a payment cannot be processed as requested. In all cases, you are responsible for either making alternate arrangements for the payment, or rescheduling the payment through the BillPayer service. Insufficient available funds will prevent the Credit Union from making more payments until resolved. You authorize the Credit Union, and any third-party acting on the Credit Union's behalf, to choose the most effective method to process your payments.

The status of your payments can be viewed via the BillPayer history page.

It is your responsibility to:

- Maintain your e-mail address;
- Review e-mail notifications from the Credit Union eBranch or BillPayer;
- Review the status of your payments via the BillPayer history page; and
- Make necessary arrangements with payees for the handling of late fees, making late payments or restoring service cancellations.

Some of the payment exception reasons may include, but are not limited to, a closed account, a delinquent loan and/or non-sufficient funds.

Payments may be returned to the Credit Union due to an invalid mailing address or payment data. These payments will be refunded back to your account. An e-mail notification will be sent to the address on file notifying you of any returned payments.

We may from time to time, attempt to validate the payment data with the payee and resend the payment on your behalf. A service fee will be charged to your account for handling returned payments as disclosed. For additional information, please review the Schedule of Fees and Charges.

### **TRANSACTIONS AVAILABLE**

You may use BillPayer service to perform the following transactions:

- **Add/Edit Payees**  
Payees refer to the entity to which you pay bills. The payee can be a company, organization or individual. The Add/Edit payee feature allows you to add, edit or delete information on your personal list of payees.
- **Make Nonrecurring Payments from a Checking Account, a Credit Card or Personal Line of Credit**  
This feature allows you to schedule one time payments to payees and enables you to specify the amount of the payment and the processing date.
- **Make Recurring Payments from a Checking Account, a Credit Card or Personal Line of Credit**  
This feature allows you to schedule recurring payments to payees, and enables you to specify the amount of the payment and the processing date.
- **View History**  
Viewing history permits you to see payments made over a specified time period.

### **MISCELLANEOUS NOTIFICATIONS**

An automated notification will be sent to the primary e-mail address on file whenever any of the following take place:

- A new payee is edited or added;
- A large dollar payment is scheduled and/or made; or
- A recurring payment has reached the last scheduled date.

It is your responsibility to review e-mail notifications and report any inaccurate or suspicious activity by calling the BillPayer Services Department during business hours at (888) 4-WESCOM (888-493-7266).

### **SERVICE AND MAINTENANCE**

From time to time, the Credit Union may disable the BillPayer service without prior notice for scheduled maintenance and upgrades to the system. Scheduled maintenance will be scheduled, if possible, between the hours of midnight and 5:00 a.m. (Pacific Time).

The Credit Union will display a message on the [www.wescom.org](http://www.wescom.org) page and mobile devices notifying users of any scheduled down time.

## **LIMITATIONS**

The Credit Union will not be held liable under any circumstances for payments made to any of the following:

- Tax payments (IRS, Franchise Tax Board, Tax Assessor);
- Court ordered payments;
- Security trade purchases;
- Child support payments; or
- Payments outside of the United States.

The Credit Union may cancel pending payments scheduled from a closed account without any prior notice.

## **STOP PAYMENT**

You may request a stop payment on a BillPayer check if the payee has not negotiated the check. A service fee will be charged to your account for a stop payment request as stated in the Schedule of Fees and Charges.

To place a stop payment, please contact the BillPayer Services Department during business hours at (888) 4-WESCOM (888-493-7266), or you may submit your request on line by clicking on the specific payment from BillPayer history, selecting the option to stop payment and submitting the e-mail inquiry form.

If you wish to cancel the BillPayer service feature, you must notify the Credit Union in writing at Wescom Credit Union, 123 South Marengo Ave., Pasadena, CA. 91101, Attention: BillPayer Services Department.

You are responsible for all payment instructions made prior to termination and for all other applicable charges and fees. You must cancel all outstanding payment orders with the payee(s) before notifying the Credit Union to terminate this service feature. This Agreement, any user's manual, and the applicable fees and charges may be amended by the Credit Union in the future. In the event of amendment, we will send notice to you either by mail to your last known address or transmit such notice of the amendment over eBranch. Your use of the BillPayer service feature following receipt of such notice constitutes acceptance of such amendment.

## **FUNDS TRANSFER AGREEMENT AND NOTICE**

From time to time you (or any person with the right to access your account) may find it necessary to initiate a wire "Funds Transfer", ACH (Automated Clearinghouse) or other electronic services from your accounts held at the Credit Union. This Funds Transfer Agreement (Agreement) contains several notices which we are required to provide to you and outlines other terms of agreement which apply to all transfer of funds which involve you and the Credit Union. These rules do not apply to transactions governed by the Electronic Funds Transfer Act, Federal Reserve Board Regulation E, or transfers by check, draft or other written item. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of these terms of agreement.

### **APPLICABLE LAW**

This Agreement and notice applies to funds transfers as defined in Article 4A of the Uniform Commercial Code (Division 11 of the California Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System. Whenever ACH is used as part of a transaction that does not involve Fedwire, the rules of ACH will govern that part of the transaction.

### **PROCESSING REQUESTS AND CUT-OFF TIMES**

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Unless other times are announced, the cut-off time for same-day funds transfer will be 12:00 p.m. (Pacific Time), on each weekday that the Credit Union is open, excluding federal holidays. Funds transfers requests received after the noted cut-off time will be processed on the next funds transfer business day.

### **RIGHT TO AMEND OR CANCEL TRANSACTION**

The Credit Union is under no obligation to accept your request to amend, cancel or reverse your funds transfer request after the request is received by us. If you instruct us after we receive your funds transfer request to amend, cancel or reverse the funds transfer request you provided, we may make a reasonable effort to do so, however we have no liability to you if, for any reason, a request cannot be amended, cancelled or reversed.

If the funds transfer request is cancelled, the Credit Union will not credit funds until they confirm the recipient has not received the funds, and any funds transmitted have been returned. Any credit funds shall be less all charges and expenses incurred by the Credit Union and/or other institutions.

### **SERVICE CHARGES AND FEES**

The Credit Union may charge your account for the amount of any funds transfers initiated by you (or any person with the right of access to the account) from which the funds transfer is to be made. The applicable wire transfer fees are reflected in the Schedule of Fees and Charges applicable to your account.

## **SECURITY PROCEDURES**

The Credit Union, at its discretion, may incorporate a commercially reasonable security and verification procedure that is consciously chosen by you, to authenticate funds transfers issued by you or which your account will be liable. You agree that the Credit Union may confirm the authenticity of your funds transfers using the security and verification procedure chosen by you, unless you notify the Credit Union in writing that you do not agree to that security procedure. In the event that you do not agree to a security procedure, the Credit Union will have no obligation to accept any funds transfers from you or any other authorized parties on the account.

## **USE OF FEDWIRE**

The Credit Union may accept on your behalf, payments to your account or transfers from your account which will be or have been transmitted by Fedwire. This means that your rights and obligations with respect to Fedwire transfers will be governed by Regulation J, Subpart B of the Board of Governors of the Federal Reserve System, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

## **IDENTIFICATION OF BENEFICIARY**

If you (or any person with the right of access to the account from which the funds transfer is made) give us a funds transfer request which identifies a beneficiary (recipient of the funds) by name and identifying account number, the receiving financial institution may rely on the identification number as the proper identification number, even if the name provided for the account does not match. This means that you will be liable to the Credit Union if the funds transfer is completed on the basis of an incorrect identifying account number you provided.

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

If you (or any person with the right of access to the account from which the funds transfer is made) provides the Credit Union a funds transfer request which identifies an intermediary or beneficiary's financial institution by both name and identification number (Routing/ABA number), the receiving financial institutions may rely on the identification number as the proper identification number, even if the name provided for the financial institution does not match. This means that you will be liable for any loss or expense incurred by the receiving financial institution which executes or attempts to execute the funds transfer in reliance on the identification number you provided.

## **PROVISIONAL ACH CREDIT**

Any transfer you receive or initiate through an ACH is provisional until the Credit Union receives final settlement of such entry through the Federal Reserve. Therefore, if the Credit Union does not receive final settlement we are entitled to a refund from you for the amount credited to you in connection with the ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. If the Credit Union does not receive the money, then we may reverse the entry on your account and you will be liable to repay the Credit Union.

## **RECEIPT OF ACH FUNDS**

Any transfer you receive or initiate through an ACH is governed by the operating rules of the National Automated Clearing House Association (NACHA). In accordance with these rules, the Credit Union is not obligated to provide you with next-day notification of the receipt of ACH credit transfers. The Credit Union will continue to provide you notice of receipt of ACH items on your account statement. You may, however, inquire about the receipt of a funds transfer by contacting our Member Service Center at (888) 493-7266, through eBranch or (626) 535-1000 (for calls made outside of the United States).

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

The Credit Union will provide you with notification of an incoming funds transfer by listing it on your account statement. Therefore, we will not provide a separate notice or next-day notification of the receipt of funds transfer(s) into your account. You may, however, inquire about the receipt of a funds transfer by contacting our Member Service Center at (888) 493-7266, through eBranch or (626) 535-1000 (for calls made outside of the United States).

## **DIVIDEND (OR INTEREST) COMPENSATION**

If the Credit Union becomes obligated under Article 4A of the Uniform Commercial Code (Division 11 of the California Commercial Code) to pay interest to you on the amount of the transfer, you shall be paid interest on a daily basis equal to the dividend rate applicable to your account.

## **REJECTION OF FUNDS TRANSFER REQUEST**

The Credit Union reserves the right to reject for any reason your funds transfer order. We will notify you verbally, electronically or in writing of our rejection of any funds transfer request. The Credit Union is not liable to you for the rejection or obligated to pay dividends for the period before you receive notice of the rejection.

The Credit Union has no obligation to re-execute any rejected or returned transfer order. The Credit Union will credit the debited account following the return or rejection. Any refund shall be less all charges and expenses incurred by the Credit Union and/or other institutions.

## **ERRORS AND ACCOUNT RECONCILIATION**

All funds transfers will be reflected on your account statements. If you discover any discrepancies between your records and the information on your statement, you must promptly notify the Credit Union in writing no later than thirty (30) days after the statement is made available. If you fail to notify the Credit Union of any such discrepancy within thirty (30) days after the statement is made available: (1) You will be precluded from asserting the discrepancy against the Credit Union; (2) The Credit Union shall not be liable for any losses (including without limitation loss of interest) resulting from your failure to provide such notice; and (3) You will be liable to the Credit Union for any loss the Credit Union incurred as a result of such failure.

## **INTERNATIONAL ACH TRANSACTIONS**

In the event an International ACH Transaction (IAT) Entry that is transmitted to or from any of your accounts is identified and designated by our screening criteria for review and examination under the Office of Foreign Assets Control Rules and Regulations "OFAC Rules", then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. Additionally, we may be required by federal law to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

## **ARBITRATION AND WAIVER OF CLASS ACTION AND JURY TRIAL; READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO A CLASS ACTION AND JURY TRIAL IF YOU DO NOT OPT OUT AS PERMITTED BELOW**

### **ARBITRATION; WAIVER OF CLASS ACTION AND JURY TRIAL**

To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, binding arbitration may be elected by either party with respect to any past, present or future claim or controversy arising out of or relating to this Agreement and/or a Credit Union account, even if that party has already initiated a lawsuit with respect to a different claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and we agree, upon such written demand, motion or initiation, to submit to, and that such claim shall be settled by, binding arbitration. **WE EACH AGREE THAT ANY AND ALL DISPUTES, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. THERE SHALL BE NO RIGHT TO A JURY TRIAL.** The arbitration hearing shall be conducted at a location within fifty (50) miles of your residence address at the time of such arbitration. The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Consumer Arbitration Rules, which can be obtained online at [www.adr.org](http://www.adr.org), OR by calling the AAA at 1-800-778-7879, OR Wescom Central Credit Union will provide a copy of the Arbitration Rules via e-mail upon request submitted to [mail@wescom.org](mailto:mail@wescom.org).

The FAA and related federal law shall govern the interpretation, implementation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement.

The arbitrator shall have the authority to award any monetary and non-monetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The arbitration filing fee and the arbitrator's fee shall be paid by Wescom Central Credit Union. However, the parties shall be responsible for their own costs of prosecuting and defending the claims in the arbitration, including attorneys' fees.

**THE ARBITRATION SHALL BE SOLELY BETWEEN THE PARTIES TO THIS AGREEMENT AND NO CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION MAY BE UNDERTAKEN BY THE ARBITRATOR.**

Neither party will demand the arbitration of an action filed in small claims court, or its state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed or appealed to a different court, such claim shall be subject to arbitration.

**YOUR RIGHT TO OPT-OUT**

You may elect to opt out of this Arbitration and Waiver of Class Action and Jury Trial provision by sending written notice to Wescom Central Credit Union at P.O. Box 7058, Pasadena, CA 91109 within sixty (60) days after you receive and/or execute this Agreement. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement.



123 South Marengo Avenue  
Pasadena, CA 91101

