



Deposit Account Agreement and Truth-in-Savings Disclosure

REVISED NOVEMBER 1, 2015
IMPORTANT DOCUMENT
PLEASE KEEP FOR YOUR RECORDS

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DEPOSIT ACCOUNT AGREEMENT AND TRUTH-IN-SAVINGS DISCLOSURE

In the following Agreement and Disclosure, the words "I", "me", "mine", "my", "us" and "our" mean each and all of those (whether one or more persons) who are subject to this Agreement and Disclosure as a result of signing an Account Signature Card for one or more deposit account(s) with you. The words "you", "your", and "yours" mean Priority One Credit Union.

I acknowledge that you may be obligated to report cases of actual or suspected financial abuse of elders or dependent care adults. If you suspect such financial abuse, I understand and agree that, in addition to reporting such abuse as may be required under law, you have the right to freeze the account, refuse to complete transactions on the account, or to take any other action(s) that you deem appropriate under the circumstances. I agree to indemnify and hold you harmless from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses, arising out of or related to any action or inaction related to the matters described in this paragraph.

I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my Debit Card, ATM Card, ATM or Home Banking PIN, or granting any person power to act as my agent under a power of attorney or trustee for a Trust Account), I understand that any transaction completed by such person shall be considered authorized by me.

IMPORTANT INFORMATION ABOUT MY FINANCIAL PRIVACY

Priority One Credit Union understands the importance of protecting the privacy of its members. As such, you are committed to maintaining the confidentiality of each member's financial records consistent with state and federal laws. This notice section explains how you the Credit Union collects and shares my nonpublic personal information (information that is not available publicly) and further describes my rights to limit what information you may share about me.

This privacy notice replaces any previous privacy notices from you. You reserve the right to revise your privacy notice as your business needs and practices change or as the law requires. If you revise your policies, you will provide active members with copies of your new policies at that time.

Information You Collect and Share to Conduct Your Business. During the course of business, you collect nonpublic personal information ("information") about me from the following sources:

- Information that I provide to you in person, in writing, or through the Internet.
- Information obtained through my transactions and experiences with you.
- Information you receive from nonaffiliated third parties about their transactions and experiences with me.
- Information provided by credit reporting agencies and similar companies.

You collect this information about me to complete my transactions and to maintain my accounts and related records. In the course of conducting your business you may share any of the information you collect about me with third parties if: 1) I request or authorize it; 2) the information is provided to help complete a transaction initiated by me; 3) the information is provided to a third party providing services to you, such as data processing, printing services, mailing services, and marketing services; 4) the information is provided to a consumer reporting agency in accordance with the Fair Credit Reporting Act; or 5) the disclosure is otherwise lawfully required or permitted. Furthermore, you may also disclose information about me to other nonaffiliated and affiliated third parties not described in this notice as permitted by law.

Information Shared Within the Credit Union. You restrict access to my information to those employees who need to know that information to provide products or services to me. Your employees may also access information to exercise our rights under the law or pursuant to any agreement with me. You maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard my information.

Information Shared with Non-Financial Service Providers. You sometimes share any of the information you collect about me with outside companies that perform services for you. For example, to maintain and service my accounts or to fulfill my transaction requests, you share information with non-financial companies that provide services to you, such as data-processing companies, printing companies, mailing companies, and marketing companies. Prior to sharing any information with such entities, you require them to agree to safeguard your members' information and to comply with all applicable privacy laws.

Information Shared with Financial Service Providers. In addition, to offer me a wider array of financial products and services, you may enter into joint marketing agreements with other financial institutions such as insurance companies. You never give these financial institutions my account numbers. Prior to sharing any information with such entities, you require them to agree to safeguard your members' information and to comply with all applicable privacy laws. However, if I do not wish for you to share any of my information under these joint marketing arrangements, I have the right to opt-out of such information-sharing as explained below in the section entitled "Your Right to Opt-out."

Information Sharing in the Event of Termination of Membership. If I terminate my membership or become an inactive member, you will adhere to the privacy policies and practices as described in this privacy policy notice.

My Right to Opt Out. The Credit Union understands that there are certain third parties with whom I do not wish for you to share my information. If I do not wish for you to share my information with those financial service providers with whom you have joint marketing agreements, I have the right to opt out at any time. If I wish to exercise my opt out rights as described above, I may opt out in one of three ways as follows:

- Fill out an opt out form and send it back to you at Priority One Credit Union, 1631 Huntington Drive, South Pasadena, CA 91030.
- Call you Toll Free at (800) 499-8383 from 9:00 a.m. to 4:00 p.m., PST.
- Reply electronically by contacting you at www.priorityonecu.org

My opt-out will remain effective until revoked in writing. Please note that even if I opt out, you will continue to share my information to conduct your business as described above, to the extent permitted by law.

1. PAYMENT OF DIVIDENDS

DIVIDEND RATES: The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union, California Credit Union Laws & Regulations, the Truth-in-Savings Act and Regulations. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. For all accounts except Term Share (Certificate) accounts, the Dividend Rate and Annual Percentage Yield (APY) may change every dividend period as determined by the Credit Union's Board of Directors.

For specific dividend rate(s) for each type of dividend bearing deposit account, I will refer to the attached Dividend Rate Sheet, which accompanies this Agreement and Disclosure and is incorporated by this reference.

For all Share Accounts (other than Term Share (Certificate) accounts), dividends will be compounded quarterly and will be credited quarterly. For Share Accounts the dividend period is quarterly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the beginning date of a dividend period, and for the example is the fourth Wednesday of March.

For dividend bearing Premier Checking Accounts and all Money Market Accounts, dividends will be compounded monthly and will be credited monthly. For dividend bearing Premier Checking Accounts and all Money Market Accounts the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date precedes the beginning date of a dividend period, and for the example is the fourth Wednesday of December.

Dividends on Term Share (Certificate) Accounts are compounded and will be credited as set forth in the Term Share (Certificate) Account Agreement and Disclosure, when issued.

If I close my Account before dividends are credited, I will not receive the accrued dividends.

BALANCE COMPUTATION METHOD: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the Account each day.

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

2. TERMS AND CONDITIONS

2.1 TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

- (1) I must be and remain a member in good standing to maintain any account. The par value of a share in this Credit Union is \$5. If I fail to complete payment of one (1) share within 6 months of my admission to membership, or within 6 months from the increase in the par value in shares, or if I reduce my primary savings account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within 6 months of the reduction, I may be terminated from membership at the end of a dividend period.
2. All accounts (except checking accounts) are not transferable except as defined in 12 CFR, Part 204. For all accounts except checking accounts, during any statement period, I may not make more than six (6) withdrawals or transfers to another credit union account of mine or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. If I exceed the transfer limitations set forth above in any statement period, my account will be subject to closure by you and a fee as set forth in the Schedule of Fees and Charges.
3. Your delay in enforcing any of the terms and conditions of this Agreement and Disclosure shall not prohibit you from enforcing such terms and conditions at a later date.
4. You reserve the right upon thirty (30) days written notice to change any provision of or establish new provisions to this Agreement and Disclosure.
5. You may endorse checks or drafts for me which you receive for deposit, but may require my personal endorsement prior to accepting an item for deposit. If I deposit items which bear the endorsement of more than one person or persons that are not known to you or that require endorsement of more than one payee, you may refuse the item or require all endorsers to be present or to have their endorsements guaranteed before you accept the item.
6. You are not responsible for items lost while not in your possession. In addition, you are not responsible for any loss or damage, which results from my negligence, including without limitation, my failure to adequately safeguard my blank checks or other personal information or means of access to my account.
7. You may refuse to follow any of my instructions that in your sole judgment are illegal or would expose you to potential liability. Alternatively, you may require adequate security or invoke other security measures to protect you from all losses and expenses incurred if you follow my instructions. I agree to reimburse you for any damages, losses, liabilities, expenses and fees (including, but not limited to, reasonable attorneys' fees) that you incur in connection with my account if you take an action in accordance with my (or what purports to be) oral, written or electronic instructions.
8. You reserve the right to refuse to open any account or to service or to accept additional deposits to an existing account.
9. I authorize you to accept items payable to any account owner for deposit to my account from any source without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the account owners, whether or not it is endorsed by me.
10. I understand and agree that you may utilize automated means to process checks and other items written on or deposited to my account. Although you may manually review checks or other items drawn on my account, I understand and agree reasonable commercial standards do not require you to do so.
11. You will deliver all statements and other notices only to the person whose signature appears first on the Account Signature Card. I shall exercise reasonable care and promptness examining my statements and must promptly notify you of any error or unauthorized payment including but not limited to an altered item or an unauthorized signature. If I fail to uphold these duties, I understand and agree I am precluded from asserting the error or unauthorized payment against you if you: 1) suffer a loss on the item because of my failure; or 2) you pay on another item presented by the same wrongdoer if the payment was made before I properly notified you. Notification must be within thirty (30) days of the date of the statement. If I fail to uphold my duties but I can prove that you failed to exercise ordinary care in the payment of the relevant items, then the above preclusion will not apply, and the loss on the items will be allocated between you and me to the extent our respective actions contributed to the loss. If I have failed to examine my statement and report any unauthorized item within one (1) year after my statement or the item has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
12. You or I may terminate an account(s) at any time. I understand, however, that your authority may not be changed or terminated except by written notice to you, which will not affect prior transactions. In addition, if you receive written notice from any owner that withdrawals, in accordance with the terms of the account, should not be permitted, you may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Further, if there is more than one (1) owner and there is a conflict among us, you may require the signatures of all owners. Such written notice(s) shall become effective only upon receipt and after you have had a reasonable opportunity to act thereon. Moreover, if you receive conflicting claims to funds in an account you hold, you may, at your discretion, restrict the account and deny access to all; close the account and send the funds to the owner or owners of the account, according to your records, at the statement mailing address; interplead all or any portion of the funds from an account to the court; or hold the funds, without liability to anyone, pending resolution of the claim

to your satisfaction.

13. You reserve the right to close any account(s) and terminate my membership should you discover that any of my accounts or any other accounts with you have been deliberately manipulated by me to your, or any other account holder's, and/or your membership's detriment. "Manipulation" includes, but is not limited to, making unauthorized withdrawals or other transactions, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of Regulation "CC" hold periods and/or "interest float" to your detriment.
14. You may recognize the signature of anyone who signed an Account Signature Card as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and/or Disclosure and the Account Signature Card shall be valid and discharge you from liability. Without limiting the foregoing, you may honor checks drawn against my account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. You have no duty to investigate or question withdrawals or the application of funds.
15. I understand and agree that Individual, Joint, Trust (Totten or Passbook) and Pay-on-Death accounts may be subject to Multiple Party Accounts Law, Division 5 of the California Probate Code, as now in effect or hereafter amended.
16. Ownership for the primary account and all sub-accounts shall be established and determined by the most recent Account Signature Card or other document(s) evidencing such account(s). A different form of ownership may be established by executing a new additional Signature Card(s), and a new account number will be assigned. The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.
17. Owner(s) agree that any and all sums heretofore or hereafter on deposit shall be subject to withdrawal or receipt by any owner and any such payment shall be valid and discharge you from any liability.
18. I agree to notify you promptly of any change of address. I may notify you in person at your office or by sending a written and signed notice to Priority One Credit Union, 1631 Huntington Drive, South Pasadena, CA 91030.
19. I am required to keep you informed of my current address. In the event that I fail to do this, a charge as set forth in the Schedule of Fees and Charges may be made to my account for the actual cost of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address.
20. All non-cash payments shall be credited subject to final payment on the day of deposit. My right to withdraw the funds represented by certain checks, savings or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union's Disclosure of Funds Availability Policy for further details.
21. If a check or other item which you cash for me or which I deposit to my account is returned to you as unpaid for any reason, you may charge my account for the amount of the check or other item. This may include, among other circumstances, checks, which were paid originally and later are returned to you accompanied by documentation indicating that the endorsement is forged or unauthorized or that the item has been altered in any way. You may charge my account for the amount without questioning the truth of such documentation. You may also charge back any amount of accrued or paid dividends related to the returned check.

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

22. Although you are not obligated to, you may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If I cash or deposit an item or write a check with such notation, I agree that it applies only between me and the payee or maker. The notation will have no effect on you, and I agree to accept responsibility for payment of the item. I agree to indemnify and hold you harmless from any claim or alleged loss of any maker or payee involving such notations, whether I am the maker or payee or the funds are otherwise deposited into an account in which I have an interest.
23. You are under no obligation to pay a check, which is presented more than six (6) months after its date, but you may do so at your discretion and charge my account without liability, even if the presentation occurs after the expiration of a stop payment order or notice of postdated change. I agree that you are not required to identify stale dated checks or seek my permission to pay them.
24. All accounts are subject to your current Schedule of Fees and Charges, which accompanies this Agreement and Disclosure attached hereto and is incorporated by this reference. You shall debit such charges against any account I own (including accounts on which I am a joint owner) except my IRA Accounts. Only fees related to an IRA Account will be debited from an IRA Account. If there are insufficient funds available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
25. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the check caused by me or a prior endorser.
26. California law states that inactive account balances must be turned over ("escheat") to the state after a period of three (3) years since the last time I:
 - a) Increased or decreased the amount of any of my account(s) with you or presented an appropriate record for crediting of dividends or cashed a dividend check from any of my accounts with you (if the account statements are sent to the same address); or
 - b) Corresponded in writing or electronically with you concerning any of my accounts with you; or
 - c) Otherwise indicated an interest in any of my account with you as evidenced by a memorandum on file with you.

My deposit account will not escheat to the state, however, if, during the previous three (3) years, I have owned another deposit account with the Credit Union and, with respect to that deposit account, I have done any of the acts described in paragraphs (a), (b), or (c) above, and, with regard to the deposit account that would otherwise escheat, you have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with me at the address to which communications regarding the other deposit account are regularly sent.

You may charge a fee for mailing an escheat notice and/or a service charge for money escheated to the state.

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

27. I agree to notify you immediately of the death or court declared incompetence of any owner of my account. I agree to inform each owner of my account to notify you of such an event as well. If I die or am declared legally incompetent, you can continue to accept and collect items deposited to my account until you know of my death or adjudication of incompetency and have a reasonable opportunity to act.
28. You reserve the right to require that withdrawals made from my deposit accounts be made in minimum amounts as established from time to time by Board policy.
29. You may but are not obligated to transfer funds from my savings accounts or loan accounts on my written or oral request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) will be processed only on your "business days." If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will occur when sufficient funds become available.
30. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
31. You agree to retain and furnish to me, if requested, copies of certain records pertaining to my account and that these records will be available to me for the time frame required by law. I agree to pay applicable fees as listed in your Schedule of Fees and Service Charges for those copies.
32. In the event that a cashier's, teller's, or certified check is lost or stolen, I must execute and deliver to you a written Declaration of Loss and Claim for Reimbursement and/or affidavit in a form acceptable to you and in time for you to have a reasonable time to act therein, thereon. I further understand and agree that the Declaration of Loss and Claim Reimbursement is not enforceable until the later of (i) the time the Declaration of Loss and Claim for Reimbursement is properly delivered to you, or (ii) the 90th day following the date of the cashier's or teller's check, or the 90th day following the date of the acceptance of a certified check. I agree to indemnify you for any loss or claim occasioned by your attempting to, or making, my stop payment on such check.
33. I authorize you to gather whatever credit, checking account and employment information you consider appropriate from time to time. I understand that this will assist you, for example, in determining my initial and ongoing eligibility for my account and/or in connection with making future credit opportunities available to me. I authorize you to give information concerning your experiences with me to others.
34. Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. If additional information on this requirement is needed, ask us for the brochure entitled "Instructions for Reporting Taxpayer Identification Number".
35. I understand and agree that you must comply if you are served with any notice of garnishment or of attachment, tax levy, injunction, restraining order, subpoena or other legal process relating to my account that you reasonably believe is valid. You may charge a Compliance With Legal Process fee, and you may assess this fee against any account I maintain with you, including the account that is the subject of the legal process.
36. In the event that a negative balance is created in my deposit account (whether due to ATM activity, nonsufficient funds activity, Credit Union imposed fees and charges, or otherwise) I understand and agree that you may transfer funds to such account from any other deposit account (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the negative account balance or the outstanding financial obligation which is in default. In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of off-set for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, I knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in my account.
37. An action or proceeding by me to enforce an obligation, duty or right arising under this Agreement and Disclosure or by law with respect to my account must be commenced within one year after the cause of action occurs.
38. I agree to indemnify, defend and hold you and your employees harmless from and against every claim, demand, action, cost, loss, liability and expense (not including attorney's fees) which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.
39. My account will be governed by California law, to the extent that California law is not inconsistent with controlling federal law. However, California's choice of law rules shall not be applied if that would result in the application of non-California law.
40. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
41. Pursuant to federal law, the Credit Union must verify the identity of any person seeking to open or add a joint owner or signer to any account and must maintain records of the information used to verify the person's identity. For the purposes of this paragraph, "account" means "each formal banking or business relationship established to provide ongoing services, dealings, or other financial transactions." For example, a deposit account, a transaction or asset account, and a credit account or other extension of credit would each constitute an account.
42. NOTICE OF BINDING ARBITRATION AGREEMENT: You and I agree to attempt to informally settle any disputes affecting my Accounts, which might arise under this Agreement and Disclosure. If that cannot be done, you and I agree that any dispute affecting my Accounts and arising out of or relating to this Agreement and Disclosure will be resolved by BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. I thus GIVE UP MY RIGHT TO GO TO COURT to assert or defend my rights under this Agreement and Disclosure (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). My rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. The place of arbitration shall be Los Angeles County, California. FOR MORE DETAILS, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879. Please note that any debt or loan obligation I may have with you is not subject to this arbitration agreement.

43. I acknowledge that if I give anyone access to my account (such as, for example, providing any person with my check card, ATM card, ATM or Home Banking PIN, or granting any person power to act as my agent under a power of attorney or trustee for a trust account), I understand that any transaction completed by such person shall be considered authorized by me.

2.2 TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS:

1. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. Joint ownership of an account does not constitute credit union membership. Joint owners may be non-members.
5. Except as set forth herein or in the applicable loan agreement(s), I may pledge any or all of the funds on deposit in an account as security for any loan(s) subject to then current loan policies. Further, a pledge of funds by any one of us shall be binding on all of us. I may not withdraw funds that are pledged as security on loan(s) without the written approval of the credit committee or a loan officer, except to the extent that such funds exceed my total primary and contingent liability to you. I may not withdraw any funds below the amount of my primary or contingent liability to you if I am delinquent as a borrower, or if borrowers for whom I am cosigner, endorser, or guarantor are delinquent, without the written approval of the credit committee or a loan officer.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.

2.3 TERMS AND CONDITIONS APPLICABLE TO ALL PAY-ON-DEATH (P.O.D.) DESIGNATIONS:

1. If I have made a Pay-On-Death (P.O.D.) designation, all sums are payable on request to me during my lifetime and upon my death, first to you to the extent of any outstanding matured or unmatured debts owed to you by me and second to my designated P.O.D. payee(s) or if the account is jointly owned, to one or more account owner(s) during their lives and on the death of all of them, first to you to the extent of any outstanding matured or unmatured debts owed to you by any of us and second to one or more payees then surviving in equal and individual shares. As between P.O.D. payees, there is no right of survivorship. If a P.O.D. payee dies before all of the account owner(s), then upon the death of all of the owner(s), all sums are divided equally among the surviving P.O.D. payees.
2. A Pay-On-Death designation cannot be changed by will.

2.4 TERMS AND CONDITIONS APPLICABLE TO PASSBOOK TRUST ACCOUNTS (TOTTEN TRUST):

1. I may open this account individually or with a joint owner(s) acting as trustee(s) who name another as beneficiary(ies) on the Account Signature Card. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s), including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owners or the survivor(s) of any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability.
2. The owner(s) named on the Account Signature Card reserve the right to revoke such trust in whole or in part at any time by executing and delivering to you a request for withdrawal or a pledge of funds of the whole or part of the account, and such trust shall be revoked as to the whole or part to which such request relates. The trustee(s) declare(s) that the account is, and any and all sums credited to such account are and shall be, held by me, as joint tenants and equally regardless of our net contributions with right of survivorship if there is more than one trustee in trust for the Beneficiary(ies) named on the Account Signature Card, reserving to me the right: (1) to have dividends declared on the account paid to me; and (2) to revoke such trust in whole or in part, at any time by executing and delivering to you a request for withdrawal or pledge of funds of the whole or a part of the account, and such trust shall be revoked as to the whole or part to which such request relates.
3. In the event of my death or, if the account is held by more than one person, upon the death of my survivor owner(s), then and only then, you shall pay such account funds to the Beneficiary if then living (if more than one Beneficiary is designated then equally to those Beneficiaries living at the later of the date of my death or the death of my survivor owners), but if no Beneficiary is living at my death or the death of my survivor owner(s), you shall pay such account funds to my estate or the estate of my survivor owner(s). There is no right of survivorship between Beneficiaries.
4. I may not pledge any or all of the funds on deposit in the account as collateral security for any loan(s).
5. A right of survivorship or a Beneficiary designation in such a passbook trust account cannot be changed by will.

2.5 TERMS AND CONDITIONS APPLICABLE TO ALL UNIFORM TRANSFERS TO MINORS ACT CUSTODIAL ACCOUNTS:

1. The transferor/custodian is opening an account as custodian for the minor named on the Account Signature Card under the Uniform Transfers to Minors Act. The transfer of money to the minor named on the Account Signature Card, which transfer shall be deemed to include all dividends and any future deposits or other additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the State of California now in effect or hereinafter amended.
2. I acknowledge that by signing the Account Signature Card, I have received the funds deposited to the account as custodian for the minor named herein under the Uniform Transfers to Minors Act and I agree to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions of the Account Signature Card.
3. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
4. The successor custodian named on the Account Signature Card shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.

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

2.6 TERMS AND CONDITIONS APPLICABLE TO ALL FIDUCIARY ACCOUNTS:

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

2.7 TERMS AND CONDITIONS APPLICABLE TO ALL SOLE PROPRIETORSHIP ACCOUNTS:

1. I affirm that I am the sole proprietor of the sole proprietorship named on the Account Signature Card. You may pay out funds with my signature. You may accept and/or endorse checks made payable to me or the sole proprietorship named on the Account Signature Card, which you receive for deposit. Funds received are not withdrawable until collected.
2. I may not pledge any or all of the funds on deposit in the account as security for any loan(s).
3. Sole proprietorship accounts are not subject to Multiple Party Accounts Law.

2.8 TERMS AND CONDITIONS APPLICABLE TO ALL CORPORATE, PARTNERSHIP AND UNINCORPORATED ASSOCIATION ACCOUNTS:

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

2.9 TERMS AND CONDITIONS APPLICABLE TO ALL SHARE SAVINGS ACCOUNTS:

1. The minimum balance required to open share accounts is disclosed on the enclosed Rate Sheet.
2. I must maintain a minimum daily balance as set forth in the Schedule of Fees and Charges in my account each day to avoid a monthly service fee. If, during any month, my account balance falls below the required daily balance, my account will be subject to a service fee for that month as set forth in the Schedule of Fees and Charges.
3. I must maintain a minimum daily balance, as disclosed on the enclosed Rate Sheet, in my account each day to obtain the disclosed Annual Percentage Yield (APY).
4. I must be under the age of 21 to open a Youth Express Account.

2.10 TERMS AND CONDITIONS APPLICABLE TO MONEY MARKET ACCOUNTS:

1. The minimum balance required to open a Money Market Account is disclosed on the enclosed Rate Sheet.
2. The Money Market Account is designated a variable rate Account on the Rate Sheet. The Dividend Rate and Annual Percentage Yield (APY) on this Account are tiered. A tier is a range of Account balances; different Rates and APYs may apply to different tiers. When the balance increases or decreases to a different tier, the Account balance will be subject to the Rate applicable to that tier for the time the balance is at the higher or lower level. This means if an Account balance goes below or above a certain tier level even for one day, the Account will be subject to that tier for one day. These rates are subject to change without notice. The Rate Sheet will show current Rates, APYs and tiers.
3. I must maintain the minimum daily balance shown on the Rate Sheet in my Account to obtain the disclosed Annual Percentage Yield (APY) for the applicable tier.
4. The minimum amount I may withdraw from my Money Market at any one time is \$100.
5. If, during any month, I write more than 3 checks, I will pay a \$10.00 per check fee beginning with the 4th check.

2.11 (A) TERMS AND CONDITIONS APPLICABLE TO ALL SHARE DRAFT (CHECKING ACCOUNTS):

1. The minimum balance required to open a Premier Checking Account and to obtain the disclosed Annual Percentage Yield (APY) is disclosed on the enclosed Rate Sheet. **There is no minimum balance required to open a Classic Checking or Priority Guard Account.**
2. I must maintain a minimum daily balance as set forth in the Schedule of Fees and Charges in my Premier Checking Account each day to avoid a monthly service fee. If, during any month, my Premier Checking Account balance falls below the required daily balance, my Premier Checking Account will be subject to a service fee for that month as set forth in the Schedule of Fees & Charges. **Monthly fee(s) for Classic Checking and Priority Guard Checking are set forth in your Schedule of Fees and Charges..**
3. **Classic & Priority Guard Checking Accounts are non-dividend earning accounts.**
4. You may refuse, at your discretion, but are not obligated to nor shall you be liable for refusal to pay funds from this account:
 - a) When such payment would draw the account below the minimum balance for the account as established from time to time by you ("overdrafts").
 - b) If drawn by means not authorized in advance by you.
 - c) Against checks presented over six (6) months past their dates.
 - d) After the second presentment.
5. You may pay and charge to my applicable account, checks drawn by and payable to any person, organization, association or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient funds in my account to pay such checks. I agree that your rights in respect to such checks shall be the same as if it were a check drawn and signed by me personally. This authority shall remain in effect

until revoked by me in writing (to you and to the agency to whom/which the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such checks. I further agree that if any such check is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeit of insurance, loss or damage to me of any kind.

6. If you have made good faith payment to a holder, you may charge my account according to:
 - a) The original terms of my check; or
 - b) The terms of my completed check unless you have notice that any such completion is improper.
7. I, or any other person authorized to draw on the account, may order a stop payment of any check payable against my account, provided my request is timely and affords you a reasonable opportunity to act upon it under your rules. I may also stop payment on a line of credit check. The stop payment request must include the account number, check number, exact amount, check date and name of payee. You will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. I agree to indemnify, defend and hold you harmless for all claims, actions and damages related to or arising from your action in stopping payment of any check pursuant to my request. A stop payment fee will be assessed for each stop payment as set forth in your Schedule of Fees and Charges. If I give a stop payment order orally, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written orders shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order was effective. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order. I may not stop payment on completed electronic point-of-sale transactions, cashier's checks, certified checks, or checks issued or guaranteed by you.
8. Death, dissolution or incompetence of me (or any of us) shall not revoke your authority to accept, pay or collect a check or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee checks drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. We shall notify you if any of us die, become incapacitated or our organization is dissolved.
9. If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
 - a) Any holder in due course on the check against the drawer or maker;
 - b) The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
 - c) The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
10. You may without liability accept, pay, guarantee or charge checks to the account in any order convenient to you.
11. In the event of wrongful dishonor, which occurs by mistake, your liability shall be limited to actual damages I prove. In the event of a dishonor of any check, share draft or other debit on my account, your determination of whether sufficient funds exist in my account may be made at any time between the time the item is received and the time it is returned. If you should choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check, share draft or other debit.
12. You are neither given notice nor otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.
13. I agree that in the event I draw a check on my account with you that I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
14. I may authorize all checks from my checking account(s) to be cleared pursuant to a separate written "Automatic Overdraft Protection Request" form, which I must execute. I agree that overdrafts, if paid in excess of funds in any loan or savings account, are payable on demand. If overdrafts are to be covered by a transfer of funds from my savings account(s), such transfer(s) will generally be made only if there are sufficient funds on deposit at the time of transfer. Overdrafts, if paid in excess of funds available in any savings account, are payable on demand. Any items returned unpaid because of insufficient clear funds or paid without sufficient clear funds in my checking account and overdraft source(s) will be subject to nonsufficient funds (NSF) fees.
15. You may recognize the signature of anyone who signed the Account Signature Card as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts (for which all of us shall be liable) and endorsement of checks payable to any signer of this account. Each account owner is jointly and severally responsible for paying any overdrafts created by us whether or not we participate in the transaction or benefit from its proceeds.
16. No funds in this account may be pledged by any or all of said owner(s) as security for any loan(s).
17. If the Account Signature Card is signed by more than one person, we hereby appoint each other as agents and attorneys in fact to overdraft any of our savings or loan accounts (including accounts on which we are joint owners except IRA Accounts).
18. If this is an ORGANIZATION account (i.e., corporate, partnership or unincorporated association account), the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account.
19. I will notify you immediately if my checks are lost or stolen. I agree that I will be responsible for losses caused by a delay in my notification to you.
20. As a convenience to me, you will submit my initial order and reorders for personalized checks to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the checks either directly to me or to me in care of you. I authorize you to charge my checking account for the cost of delivered checks ordered, plus applicable sales tax and shipping costs at the fee set forth in the current Schedule of Fees and Charges. I am responsible for verifying the accuracy of all information shown on my checks whether I order them through you or elsewhere.
21. This is a truncated checking account. Checks are provided with carbonless copies and are not returned with statements. I may request and you will provide me with a legible copy of a

requested item within a reasonable time. You will not charge me for the first two copies of items I request on any statement. Additional copies will be subject to an assessment of a fee as set forth in your Schedule of Fees and Charges. If I have not ordered my Credit Union checks through your approved check vendors, I understand and agree that you are not responsible for the quality of any check copy that I request from you.

22. You may charge against my account a postdated check even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check until the due date. Notice may be written or oral. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period. A fee as set forth in your Schedule of Fees may be assessed for this service.

23. All checks written on my account shall be in U.S. dollars.

2.11 (B) TERMS AND CONDITIONS APPLICABLE TO TEEN CHECKING ACCOUNTS

1. Priority One Teen Accounts are available to Priority One Credit Union student members between the ages of 15 and 17 (hereinafter, the "student"). This account is owned by the student jointly with a parent or legal guardian. The student will be required to provide a valid form of identification, such as a school-issued identification card, government-issued passport, or a state-issued driver's license or identification card.
2. The minimum deposit required to open a Teen Checking account is \$10.00.
3. There is no monthly service fee for Teen Checking accounts.
4. There is no minimum balance requirement.
5. Teen checking accounts are non-divided bearing accounts.
6. A student is permitted to have only one teen checking account.
7. A parent or legal guardian is required as a joint owner on a teen checking account. The joint owner must qualify for and maintain in good standing a separate Membership account(s) in his or her own right.

The parent/legal guardian understands and agrees that he/she is responsible and legally liable for any and all transactions on the teen checking account for as long as it is open, even after the student reaches the age of eighteen (18). Parent/legal guardian understands and agrees that he/she must be a joint owner on the teen checking account for as long as it is open. Parent/legal guardian expressly authorizes Priority One Credit Union to issue a VISA Check Card to the student in connection with opening a teen checking account.

Without limitation to the foregoing, parent/legal guardian understands and agrees that he/she is responsible and legally liable for: (1) any withdrawals on the teen checking account made by the student by check, ATM, Millie – Audio Teller, Home Banking, ACH, or otherwise; (2) any overdrafts or negative balance on the teen checking account created by the student by whatever means; and (3) any claims by third parties upon the teen checking account, the teen checking account funds, and/or any other matter related to teen checking account transactions(s) by the student. Parent/legal guardian warrants and represents that, should it be necessary to fulfill the foregoing responsibilities, parent/legal guardian has funds available in other checking or savings accounts with Priority One Credit Union.

8. Overdraft protection (such as a personal line of credit) and our Priority Pay service are not available on teen checking accounts. Any items returned unpaid because of insufficient clear funds in the teen checking account will be subject to nonsufficient fund fees (NSF). Each joint account owner is jointly and severally responsible for paying any overdrafts created by the other account owner(s), whether or not the joint account owner participated in the transaction or benefitted from its proceeds.
9. Upon reaching the age of eighteen (18), the student is eligible to close the teen checking account and apply for a different account with Priority One Credit Union.

2.12 TERMS AND CONDITIONS OF PRIORITY PAY

The word "overdraft" includes a negative balance in my Checking Account that may occur for various reasons, including, but not limited to: (1) the payment of checks, electronic transfers, telephone-initiated transfers, preauthorized payments under your Bill Pay Service, or other withdrawal requests authorized by me including, but not limited to, ATM transactions, VISA Check Card transactions, Point of Sale transactions, ACH transactions, and other preauthorized transfers, for which funds are insufficient; (2) the return (unpaid) of items deposited by me; (3) the imposition of service charges by you; or (4) the deposit of items which are treated as not yet "available" according to your Funds Availability Agreement.

Pursuant to your commitment to provide valued service and benefits, you may pay my overdrafts that would cause my eligible checking account ("Checking Account") to have a negative (or further negative) balance, pursuant to the terms and conditions of this Priority Pay Service Agreement up to the amount of my Priority Pay Limit, which is determined by you in your sole and absolute discretion. **The total overdraft extended is limited to the amount of \$1,000.00 for those members in good standing.**

Priority Pay Service is made available only to members meeting specific qualifying criteria. You must opt-in for Courtesy Pay Service involving ATM and everyday debit transactions. If I want you to authorize and pay overdrafts on ATM and everyday debit card transactions, I will visit your office, call by phone, or visit your website for a separate authorization and disclosure. I understand that I have the right to "opt-out" of this service at any time in person, electronically, by telephone or via written authorization. In order to be eligible to receive Priority Pay Service, I must be a member in good standing for at least ninety (90) days. Other qualifying criteria apply. Not all members may qualify. Members may opt-out of this program.

ANY PRIORITY PAY PAYMENT WILL BE MADE ON A CASE-BY-CASE BASIS, IN YOUR SOLE AND ABSOLUTE DISCRETION.

There is no limit on the number of checks or other items/transactions through the Priority Pay Service during any given month. I will be notified by mail of any nonsufficient funds checks, items, or other transactions that have been paid or returned; however, I understand that you have no obligation to notify me before you pay or return any check, item, or other transaction. You may refuse to pay any overdrafts without first notifying me even though my account is in good standing and even if you have paid previous overdrafts.

The total of the overdraft (negative) balance in my Checking Account, including any and all fees and charges is due and payable upon demand, and I am required to immediately deposit with you sufficient funds to cover the overdraft paid by you and pay the related fees. I understand that items presented for payment on the same day will be paid in sequential check number order or, if no check number, then by date of presentation for payment. This means that items may not be processed in the order in which they occurred. I understand that the order in which items are processed can affect the total amount of fees that may be assessed against my Checking Account.

A Priority Pay Fee as disclosed on the Schedule of Fees and Charges will be charged to my

Checking Account, in accordance with your Schedule of Fees and Charges, for each overdraft that is cleared on my Checking Account through the Priority Pay Service. This means that more than one Priority Pay Fee may be assessed against my Checking Account per day depending upon the number of overdrafts cleared through the Priority Pay Service. I understand that my Priority Pay Limit shall be reduced by the amount of each overdraft paid by you through the Priority Pay Service [and the amount of the related Priority Pay Fee imposed] until such amounts are repaid by me as set forth herein at which time you may replenish my Priority Pay Limit by the amount of the repayment. If you choose not to pay the overdrawn check or other item/transaction under the Priority Pay Service, I am subject to a NSF Fee as disclosed on the Schedule of Fees and Charges for each such item.

I also agree that you have the right to transfer available funds from my other accounts I may have with you to cover the overdraft and pay the related fees. I understand and agree that you may transfer funds to my Checking Account from any of my other account(s) with you (excluding IRA accounts), including account(s) upon which I am a joint owner, in an amount equal to the overdraft which you may pay according to the terms and conditions of this Agreement and to pay the related fees. In addition to any other rights that you may have, I agree that any deposits or future deposits in or other credits to any account in which I may now or in the future may have an interest are subject to your right of off-set for any liabilities, obligations, or other amounts owed to you by me (e.g., overdrafts and any related fees and charges) and such is applicable irrespective of any contribution to the account or source of funds in the account. Moreover, unless I "opt-out" of the Priority Pay service (see below), I consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited to the account from which the overdraft or related fees are paid. Each person who causes an overdraft, which is paid by you, is a maker and agrees to be individually and jointly obligated to repay the unpaid negative balance in accordance with the terms and conditions of this Agreement. You reserve the right to limit Priority Pay Service to one (1) account per household or member without notice of reason or cause.

I will be in default under the terms of this Agreement if I fail to live up to any of the terms and conditions of this Agreement or I am in default on any loan obligation with you and/or a negative balance exists in any other deposit account with you on which I am an owner. If I am in default, in addition to any other rights you may have, you may temporarily suspend overdraft privileges or terminate the Priority Pay Service or close my Checking Account and demand immediate payment of the entire unpaid negative balance. I also agree to pay any collection costs, attorneys' fees, and court costs, which you or me shall or may incur as a result of my default.

You may terminate or suspend the Priority Pay Service at any time without prior notice. In no event shall any termination relieve me of my obligation to repay such sums already overdrafted, overdraft fees, collection costs, and attorneys' fees, if any. You can delay enforcing any of your rights under this Agreement without losing them.

1. Priority Pay Service means the Credit Union may honor and pay my checks drawn against insufficient funds so that my checks are not returned unpaid. I will receive written notice when my checks are paid.
2. Priority Pay Service may not apply to checks I have drawn against insufficient funds in my Checking Account and/or Overdraft Protective Accounts with you [as well as any other transfer or withdrawal request I have authorized (such as, but not limited to, ATM transactions, and preauthorized transfers) for which funds are insufficient]. You may at your sole discretion, but are not obligated to make payment on such overdrawn checks [transfers and/or withdrawal requests] in any order at your option or return the overdrawn checks [transfers and/or withdrawal requests] unpaid. Regardless, you are not liable for any action I take regarding payment or non-payment of an overdrawn check [transfer or withdrawal request].
3. If you choose to pay an overdrawn check [transfer or withdrawal request] I will be subject to a Priority Pay Fee in the amount set forth in the Schedule of Fees. In that event, I understand and agree that I am obligated to reimburse you "on demand". I am required to immediately deposit with you sufficient good funds to cover the overdrawn check [transfer or withdrawal request] paid by you under this Priority Pay Service and pay the Priority Pay Service Fee(s).
4. If you choose not to pay the overdrawn check [transfer or withdrawal request] I am subject to the NSF fee for each such item set forth in the Schedule of Fees.
5. You reserve the right to limit the number of overdrawn checks in any calendar month and the total dollar amount of overdrawn checks [transfer or withdrawal request] that may be paid under the Priority Pay Service during any calendar month. Further, you do not guarantee payment of any overdrawn check [transfer or withdrawal request]. I understand that if you permit payment of an overdrawn check [transfer or withdrawal request] you are not required to notify me. In addition, the Priority Pay Service may be discontinued at any time without notice.

2.13 TERMS AND CONDITIONS APPLICABLE TO TERM SHARE (CERTIFICATE) ACCOUNTS:

1. A Term Share (Certificate) Account is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in the Term Share (Certificate) Account Agreement and Disclosure, which will be provided to me in accordance with applicable law. The terms and conditions set forth in my Term Share (Certificate) Account Agreement and Truth in Savings Disclosure are incorporated by this reference.

2.14 TERMS AND CONDITIONS APPLICABLE TO LIVING TRUST ACCOUNTS:

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

2.15 TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS:

1. An IRA is subject to the applicable terms and conditions set forth in this Agreement and Disclosure as well as the terms and conditions set forth in my IRA Agreement and Disclosure, which will be provided to me in accordance with applicable law.
2. The minimum balance required to open this account is disclosed on the enclosed Rate Sheet. Additional deposits are permitted to contributory IRAs only.

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

2.16 TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT CERTIFICATE ACCOUNTS:

The terms and conditions for the Individual Retirement Certificate Accounts are contained in the Credit Union's IRA Simplifier and Disclosure Statement, which by this reference are incorporated into this account disclosure in its entirety. When I open my Individual Retirement Certificate Account, the Credit Union IRA Simplifier and Disclosure Statement will be provided to me in accordance with applicable law.

3. DISCLOSURE OF YOUR ABILITY TO WITHDRAW FUNDS OTHER THAN TERM SHARE (CERTIFICATE) ACCOUNTS DELAYED FUNDS AVAILABILITY POLICY

3.1 DELAYED FUNDS AVAILABILITY POLICY FOR CREDIT UNION CHECKING ACCOUNTS:

Your policy is to make funds from my cash and check deposits available to me on the first business day after the day you receive my deposit. Electronic direct deposits will be available on the day you receive the deposit. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) you do not own or operate will not be available until the second (2nd) business day after the day of my deposit. This rule does not apply at ATMs that you own or operate. A list of the ATMs that you own or operate is listed on your website. Once they are available, I can withdraw the funds in cash and you will use the funds to pay checks that I have written.

For determining the availability of my deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If I make a deposit before close of business on a Monday through Thursday business day or before close of business on a Friday. You will consider that day to be the day of my deposit. However, if I make a deposit after the times stated above, or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

LONGER DELAYS MAY APPLY

In some cases, you will not make all of the funds that I deposit by check available to me on the first business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the second (2nd) business day after the day of my deposit. However, the first \$200 of my deposits will be available on the first business day after the day of deposit.

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

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

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

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

You will notify me if you delay my ability to withdraw funds for any of these reasons, and you will tell me when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of my deposit.

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to my account will be available on the day you receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of my deposit if the deposit meets certain conditions. For example, the checks must be payable to me. The excess over \$5,000.00 will be available on the ninth (9th) business day after the day of my deposit. If my deposit of these checks (other than a U.S. Treasury check) is not made in person to one of your employees, the first \$5,000.00 will not be available until the second business day after the day of my deposit.

After the thirtieth (30th) day funds from all other check deposits will be available one (1) business day after the day of my deposit.

3.2 SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS:

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

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

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