

Membership Agreement & All-in-One Disclosure

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In this Membership Agreement and All-In-One Disclosure ("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 a Membership Application and/or a Signature Record for one or more deposit accounts with you. The words "you", "your", and "yours" mean Point Loma Credit Union. The words "Account" and "Accounts" mean any account(s) or sub-account(s) that I have established with you.

Your "Schedule of Fees and Charges", "Schedule of Deposit Rates" and my executed "Membership Application and Signature Record" accompany this Agreement and Disclosure and are incorporated by this reference and others herein.

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.

GENERAL TERMS, CONDITIONS AND DISCLOSURES

1. Member in Good Standing. I must be and remain a member in good standing to maintain any account (except an ETAsm account) or receive services. A member in good standing is one who maintains the \$5.00 par value of a primary share in Point Loma Credit Union in a primary share account. Further, to be considered a member in good standing, I may not:

- Be classified as an inactive member for more than three (3) consecutive months;
- Be convicted of a criminal offense;
- Fail to carry out my contracts, agreements or obligations with you; or
- Refuse to comply with the provisions of the California Credit Union Law or Point Loma Credit Union's Bylaws.

I understand that a member who is not in good standing may be expelled from membership in accordance with your Bylaws.

2. Inactive Member Status. If my primary share Account falls below \$5.00 and I do not have any outstanding loans with you, you may transfer me to inactive member status. As an inactive member, I will not be counted as a member for the purpose of determining quorums or required votes and will not be sent annual reports or financial statements except upon request.

3. Enforcement of Terms. 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. Changes in Terms. You will provide me with 30 days written notice prior to exercising your right to change any provision of or establish new provisions to this Agreement and Disclosure. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of electronic delivery systems and/or the security of electronic access devices (e.g., ATM Cards or Visa Check Cards) or designated Accounts.

- 5. Business Days.** I understand that for the purposes of this Agreement and Disclosure, your business days are Monday through Friday. Federal holidays are not included.
- 6. Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- 7. Dividend Period.** Unless otherwise noted, the dividend period is monthly, beginning on the first calendar day of the month and ending on the last calendar day of the month.
- 8. Dividend Rates.** I will refer to your Schedule of Deposit Rates for specified dividend rate(s) for each type of dividend-bearing Account. I understand that dividend rates and Annual Percentage Yields may change every dividend period as determined by the Board of Directors.
- 9. Balance Computation Method.** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the Account each day.
- 10. Compounding and Crediting (Except for Share Certificates).** Dividends for dividend-bearing Accounts will be compounded daily and will be credited monthly. For such Account types, 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 is the ending date of a dividend period, and for the example is January 31. Dividends are paid at the end of the dividend period, and for the example is January 31. If dividends are scheduled to be paid on a date that is not a business day, dividends will be paid on the next business day. If I close my Account before dividends are credited, I will receive the accrued dividends. I will refer to my Share Certificate Agreement and Disclosure for dividend compounding and crediting information pertaining to my Share Certificate account.
- 11. Accrual of Dividends on Non-Cash Deposits.** Dividends will begin to accrue on the business day I deposit non-cash items (e.g., checks) into my Account.
- 12. Crediting of Non-Cash Deposits.** All non-cash payments shall be credited on the day of deposit, subject to final payment. Such funds may not be available for immediate withdrawal. For further details, I will refer to the Funds Availability Policy and Disclosure found herein.
- 13. Duty to Examine Statements and Report Errors.** You will mail all statements and other notices only to the person whose signature appears first on the Account Signature Record. I will examine my statements in a timely manner and with reasonable care. I will notify you within 60 days of the date of the statement about any error or unauthorized payment, including, but not limited to, an altered item or an unauthorized signature. If I fail to uphold these duties, I understand and agree that I am precluded from asserting the error or unauthorized payment against you if you:
 - Suffer a loss on the item because of my failure; or
 - Pay on another item presented by the same wrongdoer if the payment was made before I properly notified you.

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 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.

14. Point Loma Credit Union E-Documents Authorization and Agreement. This Point Loma Credit Union (PLCU) E-Document agreement applies to each account I have with PLCU where electronic documents are available. By enrolling in and accepting E-services contained herein, I agree to be bound by the terms and conditions of this E-Document Authorization and Agreement.

Scope of Communications to be provided in electronic form. I agree that you may provide me with any communications relating to that account in electronic format, and that you may discontinue sending paper communications to me, unless and until I withdraw my consent as described below. My consent to receive electronic communications and transactions includes, but is not limited to:

- Initial disclosures or agreements for my Account or associated payment features.
- Periodic disclosures or monthly billing statements for my account.
- Notices or disclosures about a change in terms of my account or associated payment feature.
- Privacy policies and notices.

Method of Providing Communications to you in Electronic Form. All communications that you provide to me in electronic form will be provided either 1) via e-mail at the e-mail address I provide you, 2) by access to a web site that you will designate in an e-mail notice you send to me at the time the information is available, or 3) to the extent permissible by law, by access to a web site that you will generally designate in advance for such purpose.

1. Requesting paper copies- You will not send me a paper copy of any communication unless I request it or you otherwise deem it appropriate to do so. I can obtain a paper copy of an electronic communication by printing it myself or by contacting the Credit Union by phone at (888) 495-3400. I understand that if I request paper copies, they will be provided to me at a cost that is disclosed on the current Schedule of Fees and provided to me under a separate cover. I understand that you reserve the right to deliver any and all important notices allowed by law electronically. I will be notified when any eNotices are available online. I further understand that you will notify me by email about any changes in terms or fees to the above services and disclosures. I also understand that these updated disclosures will be made available to me electronically. My electronic statements will contain the same information as the paper version I have been receiving, which includes: account balances, transaction activity, electronic funds transfer information, year-to-date interest and error notification procedures. If I wish to discontinue receiving the aforementioned electronically I will contact you at (888) 495-3400.

Security Measures-You will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the

electronically delivered communications. My security consists of 128-bit encryption of the data on the communications to protect it while in transit over the Internet. I understand that these industry standards are dynamic and constantly developing. By accepting the enrollment agreement for e-documents, I acknowledge and understand that there are risks to electronic delivery of account communications, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), matters beyond your reasonable control or interception and/or alteration of such account statement(s) and notices by third parties in spite of Point Loma Credit Union's commercially reasonable security measures.

By accepting the enrollment agreement for e-documents, I represent that I have considered our security measures and find that your security measures are commercially reasonable. In reaching this conclusion, I have considered the historical and potential future content of my account communications, the risks associated with electronic delivery of account communications, and your security procedures. If I conclude that your security procedures cease to be commercially reasonable in the future, I must terminate this agreement immediately in accordance with the steps below.

Hardware and Software Requirements- In order to receive e-document services, my computer hardware, software and your Internet service provider ("ISP") must meet the following specifications:

- 56K modem or faster
- Browser - Netscape Communicator 7.2 or above, or
- Microsoft Internet Explorer 6.0 or above.
- Firefox 3.0 or above.

In addition, I should have a printer capable of printing my e-documents and understand that you recommend that I do so. In the alternative, I should have and maintain the ability to electronically save and visually display my e-documents on my computer screen.

E-mail Address- You will send account communications to me via e-mail to the last known e-mail address provided and verified by me. I agree to provide a valid e-mail address and it is my responsibility to update my e-mail address via Internet Banking if there are any changes to my e-mail address. For my protection and for security purposes, you will not accept any change of e-mail address notices via e-mail. If I have not notified you of any change to my e-mail address, I agree that my failure to provide you with my valid e-mail address is the lack of ordinary care on my part. You may treat my failure to provide a valid e-mail address as a withdrawal of my consent to receive electronic communication. If I have a "joint account" as defined in the Membership Agreement and All In One Account Disclosure, my e-mail address may be changed using the procedure described above by any authorized party to my account. The Credit Union shall have no obligation or liability to any of the parties to a joint account if the e-mail is changed using the procedures set forth above.

It is my responsibility to notify Point Loma Credit Union anytime I should have a change in my e-mail address, or if I wish to remove my account from electronic delivery. I may change my e-mail address on the web site, by written and signed request sent to: 9420 Farnham Street, San Diego, CA 92123; or by calling you at (888) 495-3400. If I have more than one Point Loma Credit Union account, I need to submit a request for each account. E-Document notifications can be sent to one e-mail address only. For example, the notification cannot go to both a work and home e-mail address.

Communications in Writing- All Communications in either electronic or paper format from you to me will be considered "in writing." I should print or download for my records a copy of my Point Loma Credit Union Online Statements, this agreement, and any other communication that is important to me.

How to Withdraw Consent/Termination- This Agreement shall remain in full force and effect until it is terminated by either party upon thirty days prior notice to the other party. I may withdraw my consent to receive e-documents and cancel e-documents services at any time by clicking on the "eStatements" icon through PLCU Online or by notifying you in writing. You also have the right to terminate this Agreement immediately, with or without cause, or if I fail to comply with the terms of this Agreement or any other agreement which I may have with you or any applicable rule or regulation which may govern my account(s), including but not limited to, the Membership Agreement and All In One Account Disclosure. If you terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in any written notice mailed to me, and not on the date when the notice is mailed or received. Upon termination of e-documents delivery, all communications associated with my account will revert to paper delivery via U.S. postal service.

Liability; Indemnification- Notwithstanding any provision to the contrary contained in this agreement, I shall be responsible only for performing the e-documents services as expressly provided for in this agreement. You shall be liable only for material losses that are the direct result of your own negligence or intentional misconduct in performing these e-documents services. You will not be responsible for any loss, damage or injury whether caused by the equipment, software, nor shall you be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of my equipment, software and/or any online services, except where the law requires a different standard or as stated above. You do not make any warranties concerning the equipment, the software or any part thereof, including without limitations, any warranties for a particular purpose or warranties of merchantability. You also accept no responsibility for my email address or for anyone accessing my emails. You shall have no liability for failure to perform any e-documents services or for any disruption or delay in performing e-documents services in the event such failure, disruption or delay is due to circumstances beyond your reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, telecommunications systems, your ISP, or weather conditions. Except to the extent that you are liable under this agreement, I agree to indemnify and hold you and your directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of these e-documents services. I agree that this indemnification shall survive the termination of this agreement.

Governing Law/Jurisdiction/Severability- This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and any applicable Federal laws and regulations. I irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of California for any action that I bring and agree that, in any action brought under this Agreement, venue shall be placed in San Diego County. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

Request and Agreement for Electronic Delivery of Statements- This is a request to have the communications of my account(s) with Point Loma Credit Union delivered to you electronically in accordance with the above consent. On or

shortly following the first day of each month, I will receive an e-mail message that my statement is available, along with instructions on how to pick up my statement. I am aware that you may not be able to set up my account for the first statement cycle following my request.

Access to eStatements- I acknowledge that anyone with online access, to my account, may access e-documents. My eStatements will be available for viewing for a rolling 18-month period. I understand that it is my responsibility to examine each eStatement and eNotice and report any irregularities or disputes to you within 60 days of email notification of statement availability. Should I fail to notify you within 60 days, you may have no liability for any irregularities.

Alterations and Amendments- The terms of this Agreement, applicable fees and service charges may be altered or amended by you from time to time. In such event, you shall send notice to me at my address as it appears on our records. Any continuation of the service after you send me a notice of change will constitute my agreement to such change(s).

1. REGULATION E DISCLOSURE

If I think my e-statement is wrong, or if I need more information about an item on my e-statement, I will write to you at: Point Loma Credit Union 9420 Farnham St. San Diego, CA 92123-1321 or telephone us at (858) 495-3400 as soon as possible. You must hear from me no later than 60 days after you sent me the FIRST e-statement on which the error or problem appeared. I will provide the following information:

- My name and account number.
- Describe the error or the transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information.
- Provide you with the dollar amount of the suspected error.

You will investigate my complaint and will correct any error promptly. If you take more than 10 business days to do this, you will credit my account for the amount I think is in error, so that I will have use of the money during the time it takes to complete your investigation.

2. REGULATION Z DISCLOSURE

If I think my statement is wrong, or if I need more information about a transaction on my statement, I will write to you on a separate sheet at: Point Loma Credit Union 9420 Farnham St. San Diego, CA 92123-1321 or telephone us at (858) 495-3400 as soon as possible. I will not write to you on my statement or on the draft or check used for payment. You must hear from me no later than 60 days after you sent me the first statement on which the error or problems appeared. I can telephone you, but doing so will not preserve my rights. In my letter, I will give you the following information:

- My name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain why you believe there is an error. If you need more information, I will describe the item I am unsure about.

I do not have to pay any amount in question while you are investigating, but I am still obligated to pay the parts of my statement that are not in question. While you investigate my question, you cannot report me as delinquent or take any action to collect the amount I question.

3. IF MY CHECK REGISTER AND STATEMENT DO NOT BALANCE, I WILL CONFIRM THAT I HAVE:

- Verified additions and subtractions in my register
- Compared checks posted on this statement to my register
- Compared deposit amounts on the statement to

my register

I will report any errors or omissions within 60 days. Otherwise statements will be considered correct and checks genuine. All deposits and credits are subject to final approval.

4. FUNDS AVAILABILITY POLICY

A hold for uncollected funds may be placed on funds, deposited by check or similar instruments. This could delay my ability to withdraw such funds. The delay, if any, would not exceed the period of time permitted by law. For a complete copy of Point Loma Credit Union's Funds availability Policy, please contact our office or write to us at 9420 Farnham St. San Diego, CA 92123-1321

5. FINANCE CHARGE CALCULATION

The dollar amount I pay for sums advanced is called a "FINANCE CHARGE" and begins on the date of each advance. There is no grace period. A finance charge will be computed separately for each separate unpaid loan account balance. To compute the finance charge, the unpaid balance, as calculated herein, for each day since my last payment (or since advance if I have not yet made a payment) is multiplied by the applicable periodic rate (as disclosed on the rate sheet). The sum of these amounts is the total finance charge I owe.

15. Account Termination. I may terminate my Account(s) at any time. I understand and agree, however, that your authority may not be changed or terminated except by WRITTEN notice from any owner and that such termination 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 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.

- I also understand that you reserve the right to close my Account(s) without notice at any time, including, but not limited to, any Account(s) determined to be deliberately manipulated to the detriment of you and/or your membership. "Manipulation" includes, but is not limited to, depositing worthless items and repeated patterns of transactions that have no apparent business reason other than to take advantage of uncollected funds "float".

16. Collection Costs. I agree to pay your collection costs, reasonable attorney's fees and any court costs associated with your efforts to collect amounts due to you in connection with my account(s).

17. Signature Authority. You may recognize the signature of anyone who signed the Account Signature Record as authorized to transact business on that 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 on the Account. Any payment made on my Account by you in good faith and in reliance on the terms and conditions of this Agreement and Disclosure and the Account Signature Record shall be valid and you are discharged from liability.

18. Notice of Withdrawal. You reserve the right to require me to give not less than seven (7) and up to sixty (60) days WRITTEN notice of my intention to withdraw funds from any Account other than a checking account.

19. Change of Address. I understand that I am required to keep you informed of my current address and agree to notify you of any change of address within two (2) weeks of the date the change becomes effective. I may notify you in person at your office or by sending a signed notice to Point Loma Credit Union, 9420 Farnham Street, San Diego, CA 92123-1321. If I fail to provide such notice, you may charge my Account for the actual cost, not to exceed \$5.00, of a necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address. This charge will be imposed as disclosed in the Schedule of Fees and Charges and in accordance with your Bylaws.

20. Fees and Charges. I will refer to your Schedule of Fees and Charges for disclosure of the fees and charges that may be assessed against my Account, including any fees related to electronic funds transfer services. You shall debit such charges against any Account I own, including Accounts on which I am a joint owner, except my IRA Accounts. If there are insufficient funds available, the charges are payable on demand and may be treated as an overdraft.

I understand that certain Federal and State penalties apply to amounts withdrawn from IRA Accounts.

Except for Bill Pay Online, electronic funds transfer fees are assessed at the time of the transfer.

21. Inactive Accounts. I understand that California law requires you to turn all inactive Account balances over to the state after a period of three (3) years if I have not:

- Increased or decreased the amount of the Account;
- Corresponded in writing with you concerning the Account;
- Otherwise indicated an interest in the Account as evidenced by a memorandum on file with you.

I further understand and agree that if my Account has been inactive for 18 months, I will be assessed a monthly inactive account fee as disclosed in your Schedule of Fees and Charges. In accordance with California law, I will not be assessed an inactive account fee for more than 18 consecutive months.

22. Order of Posting. You may, without liability, accept, pay, guarantee or charge checks and other debits to my Account in any order convenient to you. Similarly, you may post deposits and other credits in any order convenient to you.

23. Deposits, Checks and Other Account Access Devices. I understand and agree that you may reject any deposit, check or other Account access device that does not meet your standards for acceptance, whether law, regulation or your policy establishes such standards.

24. Restricted Endorsements. You are neither given notice of nor otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.

25. Missing Endorsements. You may endorse checks or drafts for me that you receive for deposit.

26. Transfers Between Accounts. You may but are not obligated to transfer funds from my savings, checking or loan Account 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) shall be in the exact amount authorized and will be processed only on your business days. If a transfer is to occur on a day other than a business day, such transfer will occur on the next business day. Moreover, if funds are not available for the transfer on the day authorized, the transfer will occur when sufficient funds become available. If sufficient funds are not available to transfer on three (3) consecutive occasions, you reserve the right to cancel any future transfer requests.

- 27. Dishonored Items.** In the event of wrongful dishonor that 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 latest figure in deciding whether to dishonor the check, share draft or other debit.
- 28. Non-sufficient Funds.** You may, at your discretion, honor or return any check or pre-authorized transfer presented to you for payment on my Account when my account lacks sufficient collected or available funds to pay any such item. I further understand that any such items, whether honored or returned, will be subject to a fee as disclosed in your Schedule of Fees and Charges.
- 29. Markings in the Financial Institution Endorsement Area.** I agree that in the event I draw a check on, or make a deposit to, my Account with you that I will hold you harmless and indemnify you for 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.
- 30. Permission to Collect Information.** I authorize you to gather whatever credit, deposit account and employment information you consider appropriate from time to time for the purpose of assisting you in determining my initial and ongoing eligibility for my Account and other products and services that you offer.
- 31. Credit Bureau Reporting.** I understand that you may report your experiences with me regarding the manner in which I have maintained my deposit and loan Account(s), regardless of whether those experiences are positive or negative, to certain consumer reporting agencies as permitted by Federal and State laws. I further understand that I have no legal rights to opt out of such reporting.
- 32. Federal Insurance.** My Accounts are Federally insured for up to \$250,000.00 by the National Credit Union Share Insurance Fund. In addition, my IRA is insured up to \$250,000 separate from my coverage on my regular accounts.
- 33. Telephone Calls.** I understand that my phone calls to you may be randomly monitored to ensure that I am receiving accurate, courteous and efficient service.
- 34. E-Mail Correspondence.** I understand that e-mail correspondence between me and you is not encrypted and therefore, if I choose to include confidential information such as my Account number and/or balance in my message to you, or if I request you to e-mail confidential information to me, I do so at my own risk. This section does not apply to messages transmitted

through the Bill Pay Online feature as those messages are encrypted.

35. Power of Attorney. If I name a person to act as my attorney-in-fact or agent in any way with my Account, you may refuse to honor the power of attorney if the power of attorney is not properly completed, my signature on the power of attorney, in your sole judgment, does not reasonably match my signature on the Account Signature Record, or the refusal is otherwise authorized or required by Federal or State law.

36. Lien Impressionment and Offset. I agree that you may impress and enforce a statutory lien upon my Accounts with you to the extent that I owe you any money and you may enforce your right to do so without further notice to me. You have the right to offset any of my money or property in your possession against any amount I owe you. The right of offset and your impressed lien does not extend to my IRA or similar tax deferred deposit I may have with you. If my Account is owned jointly, your right of offset and your impressed lien extends to any amount owed to you by any of the joint owners.

37. Joint Ownership. If there is more than one Account owner, all agree with each other and with you that all amounts now paid in or hereafter paid in (including any dividends paid thereon) by any one (or by all) Account owner(s) shall be owned by all Account owner(s) **jointly and equally with a right of survivorship** regardless of their individual net contributions. Furthermore, said amounts shall be subject to withdrawal or receipt by any of the Account owners(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. In addition, all understand that:

- A right of survivorship arising from the express terms of a joint Account cannot be changed by a will.
- Joint ownership of an Account does not constitute credit union membership. Joint owners may be non-members.
- Joint owners hereby appoint each other as agents and attorneys in fact to overdraft any of our Accounts, including Accounts on which we are joint owners (except IRAs).

38. Sole Proprietorships. A sole proprietorship is a business wholly owned by an individual or by a husband and wife. If a sole proprietorship is named on the Account Signature Record, I affirm that I am the sole proprietor named therein. You require me to provide you with a copy of my business license, if applicable. If I am doing business under a fictitious name, you also require a copy of my fictitious name statement. Generally, I will be the only signer on the Account. I may authorize additional signers on the Account by adding them to the Account Signature Record. You may pay out funds with my signature or any other authorized signature reflected on the Account Signature Record. You may accept and/or endorse checks you receive for deposit that are made payable to me or to the sole proprietorship named on the Account Signature Record. I understand that sole proprietorship accounts are not subject to Multiple Party Accounts Law.

39. Partnerships. A partnership is a business owned and operated by two or more individuals or entities who are responsible for all liabilities of the business. You require us to provide you a copy of our partnership agreement and if applicable, a copy of our fictitious name statement. The individuals named on the Account Signature Record are duly authorized to certify, and do certify, that we are duly acting partners of said partnership, and any one of us

is authorized and empowered to open a Business Account with you and to transact business of any character whatsoever in connection with said Account. The signatures of said individuals and their authority shall continue in force until you receive written notice to the contrary. It is understood that accounts held by partnerships are not subject to Multiple Party Accounts Law.

40. Corporations. If the Account is held in the name of a corporation, the individual(s) named on the Account Signature Record are duly authorized to certify, and do certify, that at a regularly held meeting, I/we were elected or appointed officers of said corporation, and that by virtue of the authority vested in me/us by the constitution, bylaws or otherwise, any one of the signators named on the Account Signature Record is authorized and empowered to open a Business Account with you and to transact business of any character whatsoever in connection with said Account. I/we certify the signature(s) of said authorized individual(s), and their authority shall continue in force until you receive written notice to the contrary. We will provide you a certified copy of our articles of incorporation as filed with the state, and if applicable, a copy of our fictitious name statement. We will also complete the Corporate Resolution that is contained in your Business Account Application. It is understood that accounts held by corporations are not subject to Multiple Party Accounts Law.

41. Not-for-Profit and Unincorporated Association/Organizations. If the Account is held in the name of a not-for-profit or unincorporated association or organization, the individual(s) named on the Account Signature Record are duly authorized to certify, and do certify, that at a regularly held meeting, I/we were elected or appointed officers of said association or organization, and that any one of the signators named on the Account Signature Record is authorized and empowered to open a Business Account with you and to transact business of any character whatsoever in connection with said Account. The signatures of said individuals and their authority shall remain in force until you receive written notice to the contrary. We will provide you a copy of our nonprofit status, if applicable, and any other organizational documents that you require for the nature and type of our organization. It is understood that accounts held by not-for-profits and unincorporated associations and organizations are not subject to Multiple Party Accounts Law.

42. Governing Law. The laws of the State of California shall govern this Agreement and Disclosure, except to the extent that Federal law controls.

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

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO SAVINGS, LOONEY TUNES, HOLIDAY CLUB AND INDIVIDUAL RETIREMENT SAVINGS (IRA) ACCOUNTS:

1. Minimum Balance Requirements. The minimum balance requirements for these Accounts are as follows:

- The minimum deposit required to open the primary savings Account and to receive services (except for an ETASM Account) is the purchase of a \$5.00 (par value of a share) share in Point Loma Credit Union. The minimum balance

required to open other savings Accounts, including Looney Tunes, is \$5.00 (\$25.00 for Holiday Club accounts and no minimum for Savings IRAs).

- I must maintain the minimum average daily balance as set forth in the Schedule of Deposit Rates to receive dividends and obtain the disclosed Annual Percentage Yield (APY).
- There is no monthly service fee, regardless of my average daily balance.
- I must maintain a minimum average daily balance that is greater than \$0.00 or my Account will be closed.

2. Transaction Limitations. The dollar amount and frequency of electronic funds transfers are limited as disclosed in the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfer Accounts" section of this Agreement and Disclosure. In addition:

Savings Accounts: During any statement period, I may not make more than six (6) withdrawals or transfers to another Point Loma Credit Union Account of mine or to a third party by means of a preauthorized or automatic transfer, telephone agreement, order of instruction, or by check, draft, debit card, or similar order made by me and payable to a third party. Transfers and withdrawals made in person, by mail, by messenger, or an ATM are unlimited. If I exceed these transfer limitations in any statement period, you may, at your discretion, assess an excessive withdrawal fee in accordance with your Schedule of Fees and Charges or convert my Account to a Regular Checking account.

Looney Tunes Accounts: This Account is subject to the same transaction limitations that apply to Savings Accounts as disclosed above. In addition, this Account is available only to members who are up to 12 years of age. My Account will be converted to a regular Starting Point Savings Account when I reach the age of 13 and the terms of that Account will apply thereafter. Looney Tunes Accounts are not eligible for a debit card or ATM card.

Holiday Club Accounts: I am limited to one (1) withdrawal per calendar quarter from this Account. If I exceed this limitation, you may, at your discretion, assess an excessive withdrawal fee in accordance with your Schedule of Fees and Charges or convert my Account to a Regular Checking Account. On November 15th of each year, you will mail me a check for the balance of my Account. If November 15th is not a business day, you will mail my check on the next business day.

Savings IRAs: Deposits are limited to the frequency and amounts permitted under the Federal Tax Code. This Account is subject to the same withdrawal restrictions that apply to Savings Accounts as disclosed above. I understand that any withdrawals may be subject to tax penalties.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO ALL CHECKING ACCOUNTS:

- 1. Check Copies.** I understand that this is a truncated Account, which means that my cancelled checks will not be returned to me. I further understand that images of all cancelled checks retained by you are stored in an electronic format and the original checks are destroyed. I may request copies of paid checks at any time. Such requests may be subject to a fee as disclosed in your Schedule of Fees and Charges. I understand that if I did not order my checks

through your approved check vendors, you are not responsible for the quality of any check copy that I request from you.

- 2. Checks Authorized By Alternative Means.** 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 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 forfeiture of insurance or any other loss or damage to me.
- 3. Terms of Check Payment.** If you have made good faith payment to a holder, you may charge my Account according to:
 - The original terms of my check; or
 - The terms of my completed check unless you have notice that any such completion is improper.
- 4. Death, Dissolution or Incompetence.** Death, dissolution or incompetence of me or any joint owner or signator 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 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. I shall notify you if any of us die, become incapacitated or our organization is dissolved.
- 5. Dispute of Paid Checks.** If you have paid a check under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
 - Any holder in due course on the check against the drawer or maker;
 - 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
 - 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.
- 6. Lost or Stolen Checks.** I will notify you immediately if my checks are lost or stolen.
- 7. Check Printing Orders.** For security and check processing purposes, I agree to only use checks that are printed by your authorized vendor or that meet or exceed your authorized vendor's standards in terms of paper quality, security features and MICR line printing. If I do not and:

- My check is rejected by automated processing equipment and must be manually processed, I may be assessed a manual check processing fee as disclosed in the Schedule of Fees and Charges.
- My check is altered or misused in a manner that could have been detected or prevented if your vendor's standard security features had been in place, you will not be liable for any losses.

As a convenience to me, you will submit my initial order and reorders for personalized check printing (and any optional accessories that I might select) to your authorized check vendor. If the vendor accepts the initial order and reorders, the vendor will mail the checks and any accessories 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 and any accessories ordered, plus applicable sales tax and shipping costs at the fee set forth in the vendor's published price list, which is disclosed at the time of my initial order and available for my review at any time thereafter upon request.

- 8. Courtesy Pay.** A non-sufficient funds (negative) balance may result from : A) The payment of checks, electronic funds transfers or other withdrawal requests; B) payments authorized by me; C) The return, unpaid, of items deposited by me; D) The imposition of applicable service charges; or E) the deposit of items which, according to the credit union's Funds Availability Policy, are treated as not yet "available" or finally paid.

You are not obligated to pay any item presented for payment if my account does not contain sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient funds items that I may have, if my eligible account (primarily used for personal and household purposes) has been open for at least ninety (90) days and thereafter I maintain my account in good standing, which includes at least: (A) I am not in default on any loan obligation to you, (B) I bring my account to a positive balance (not overdrawn) at least once every thirty (30) days, and (C) my account is not the subject of any legal or administrative order or levy, you will consider, without obligation on your part, approving my reasonable overdrafts. This discretionary* service will generally be limited to \$300, \$500, or \$750 (depending on type of account) overdraft (negative) balance for checking accounts. Of course, any and all fees and charges, including without limitation our non-sufficient funds/overdraft fees (as set forth in your schedule of fees and charges) will be included in this limit and will apply to any transaction that overdraws my account including, but not limited to, payments authorized, checks, ACH/Electronic Items, Debit Card/Check Card's, POS, Internet banking/online Banking and Telephone Banking Transactions.

You may refuse to pay an overdraft for me at any time, even though my account is in good standing and even though you have previously paid overdrafts for me. You have no obligation to notify me before you pay or return any item. The amount of any overdrafts plus my Non-sufficient funds and or/Overdraft (NSF/OD) Charge(s) that I owe you shall be due and payable upon demand. If there is an overdraft paid by you on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-sufficient Funds and/or Overdraft (NSF/OD) Charge(s).

Limitations: Available only to eligible personal checking and sole proprietor accounts, primarily used for personal, household and small business purposes. AccessBuilder, Young Adult checking Accounts 18-23 year olds, ETA, Business type Accounts except Sole proprietor. Savings Type Accounts, Money market Accounts, Public fund/Charitable organization Accounts not eligible. You may limit the number of accounts eligible for Courtesy Pay.

*The courtesy pay service does not constitute an actual or implied agreement between me and you, nor does it constitute an actual or implied obligation of or by you. This service represents a purely discretionary courtesy overdraft that you may provide to me from time to time and which may be withdrawn or withheld by you at any time without prior notice or reason of cause. You may elect to opt-out of this service at any time by contacting the call center at (888) 495-3400.

Accounts not eligible for courtesy pay include:

- Accounts with a loan past due for more than 10 days
- Accounts that had three or more returned deposited items in a year
- Accounts that have an invalid or incorrect address on file
- Dormant Accounts and accounts flagged for bankruptcy, charge-offs, liens, levies, or garnishments are not eligible.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO AnyAccess CHECKING ACCOUNTS:

Qualifications: I may not have a record on Chexsystems, Inc. an account verification service PLCU uses to qualify all new account applicants.

- 1. Minimum Balance Requirements.** The minimum balance requirements for AnyAccess Checking Accounts are as follows:
 - The minimum deposit required to open an Account is \$25.00.
 - I must maintain a minimum average daily balance of \$400.00 in my Account to avoid the monthly service fee disclosed in the Schedule of Fees and Charges.
 - I must maintain the minimum average daily balance as set forth in the Schedule of Share and Share Draft Account Rates to receive dividends and obtain the disclosed Annual Percentage Yield (APY).
 - I must maintain a minimum average daily balance that is greater than \$0.00 or my Account may be closed.
- 2. Transaction Limitations.** The dollar amount and frequency of electronic funds transfers are limited as disclosed under the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfers and Related Services" section of this Agreement and Disclosure. No other transaction limitations apply.
- 3. Benefits.** I will receive the following AnyAccess Checking benefits if my checking account does not qualify for any of the Lighthouse Relationship Plans:
 - Free check writing.
 - Free transactions at PLCU-owned ATMs.
 - No PLCU fees on point of sale transactions.
 - Eight (8) free* Credit Union CO-OP ATM withdrawals per month
 - Eight (8) free* Credit Union CO-OP ATM inquiries per month.
 - No monthly service fee with direct deposit or if I am at least 55 years of age.

**Does not apply to any fees assessed by the ATM owner.*

See the Lighthouse Relationship Plans section for further qualifications and additional benefits.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO EZAccess CHECKING ACCOUNTS:

Qualifications: I may not have a record on Chexsystems, Inc. an account verification service PLCU uses to qualify all new account applicants.

1. Minimum Balance Requirements. The minimum balance requirements for EZAccess Checking are as follows:

- The minimum deposit required to open an EZAccess Account is \$25.00
- I must have direct deposit or e-Statement to avoid the monthly service fee disclosed in the Schedule of Fees and Charges regardless of my average daily balance.
- I must maintain a minimum average daily balance that is greater than \$0.00 or my Account may be closed.

2. Transaction Limitations. The following limitations apply:

- No dividends will be paid on this Account.
- Free check writing is limited to eight (8) free checks per month. Any check paid thereafter will be assessed a nominal check writing fee per check as disclosed in the Schedule of Fees and Charges.
- The dollar amount and frequency of electronic funds transfers are limited as disclosed under the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfers and Related Services" section of this Agreement and Disclosure.

3. Benefits. I will receive the following EZAccess Checking benefits if my checking account does not qualify for any of the Lighthouse Relationship Plans.

- Free transactions at PLCU-owned ATMs.
- No PLCU fees on point of sale transactions.
- Eight (8) free* Credit Union CO-OP ATM withdrawals per month.
- Eight (8) free* Credit Union CO-OP ATM inquiries per month.

**Does not apply to any fees assessed by the ATM owner.*

See the Lighthouse Relationship Plans section for further qualifications and additional benefits.

LIGHTHOUSE RELATIONSHIP PLANS

Additional benefits are available for the AnyAccess or EZAccess Accounts through the Lighthouse Relationship Plans based on my share and loan balances with PLCU. The additional benefits are determined by the Lighthouse Relationship Plan for which I qualify each month. My Lighthouse Relationship Plan, and therefore my Account benefits, may vary monthly based on the Plan qualifications.

The Plan qualification period begins on the first day of the month and ends on the last day of the same month. The benefits for a given month will be determined on the last day of the previous month. I will receive the benefits associated with my designated Plan beginning on the first business day of the month following the determination date through the last business day of the same month. Refer to each Lighthouse Relationship Plan below for specific details.

Bonita Plan

Qualifications: I must have a checking account and a combined share/loan balance of = \$1000.00 and < \$5000.00 with PLCU on which I am the primary owner.

Benefits:

- Free check cashing.
- Free notary.
- Unlimited free* Credit Union CO-OP ATM withdrawals and inquiries.
- 1 box free checks at account opening.
- 25 basis point reduction on next consumer loan** with direct deposit to checking and automatic transfer to loan.

** Does not apply to any fees assessed by the ATM owner.
** Discount not applicable on loans secured by real estate or Visa Credit Cards. The discount given at the inception of the loan will remain through the life of the loan provided you do not cancel your Direct Deposit.*

Cabrillo Plan

Qualifications: I must have a checking account and a combined share/loan balance of = \$5000.00 and < \$10,000.00 with PLCU on which I am the primary owner.

Benefits:

- Free checking.
- Free check cashing.
- Free notary.
- Unlimited free* CO-OP ATM transactions.
- 30 basis point reduction on next consumer loan** with direct deposit to checking and automatic transfer to loan.

**Does not apply to any fees assessed by the ATM owner.
** Discount not applicable on loans secured by real estate or Visa Credit Cards. The discount given at the inception of the loan will remain through the life of the loan provided you do not cancel your Direct Deposit.*

Reyes Plan

Qualifications: I must have a checking account and a combined share/loan balance of = \$10,000.00 and < \$25,000.00 with PLCU on which I am the primary owner.

Benefits:

- Free checking.
- Free check cashing.
- Free notary.
- Unlimited free* CO-OP ATM transactions.
- 1 box free checks each year.
- 40 basis point reduction on next consumer loan ** with

direct deposit to checking and automatic transfer to loan.

**Does not apply to any fees assessed by the ATM owner.*

*** Discount not applicable on loans secured by real estate or Visa Credit Cards. The discount given at the inception of the loan will remain through the life of the loan provided you do not cancel your Direct Deposit.*

Point Loma Plan

Qualifications: I must have a checking account and a combined share/loan balance of = \$25,000.00 or more with PLCU on which I am the primary owner.

Benefits:

- Free checking.
- Free check cashing.
- Free notary.
- Unlimited free* CO-OP ATM transactions.
- 1 box free checks each year.
- 50 basis point reduction on next consumer loan** with direct deposit to checking and automatic transfer to loan.
- Free travelers checks.
- Free money orders.
- Free cashier's checks.

**Does not apply to any fees assessed by the ATM owner.*

*** Discount not applicable on loans secured by real estate or Visa Credit Cards. The discount given at the inception of the loan will remain through the life of the loan provided you do not cancel your Direct Deposit.*

ULTRA REWARDS

The Ultra Rewards checking program is available to all members. I must sign up for the program and have an eligible checking account with PLCU to earn rewards. Eligible checking accounts are defined as the AnyAccess Checking, EZAccess Checking, and Youth Checking accounts. The AccessBuilder Checking and ETA Checking accounts are not eligible. Only one Ultra Rewards checking benefit is allowed per member. Ultra rewards will be earned during the course of each calendar month. Transactions must be posted to my eligible checking account within the calendar month to qualify for benefits earned in that month. I must meet all the requirements of the program to receive my Ultra Rewards.

To be eligible for the Ultra Rewards checking account benefits, I must:

1. Sign up for the program
2. Have an eligible checking account
3. Receive a recurring direct deposit posted to my eligible checking account
4. Conduct 12 debit card transactions each month (either signature or PIN based). ATM transactions do not count towards this eligibility requirement.
5. Receive my account statements electronically (e-Statement)

I will receive the following benefits if all the above requirements are met:

- The Ultra Reward dividend premium will be earned in two tiers. The first tier is defined as the first \$25,000 in the checking account. The second tier is defined as the balance

over \$25,000. Balances are computed using the average daily balance method. See the *Schedule of Share and Share Draft Account Rates* for the applicable Ultra Rewards dividend rates.

- ATM surcharge/fee rebates up to \$10 per month. These fees will be rebated to my checking account on the last day of the month.

I can review the status of my Ultra Rewards online at anytime during the month.

If I do not meet the requirements of this program:

- The account plan, applicable dividend rates and fees will revert back to the applicable Lighthouse Relationship Plan level. This means I will not earn the Ultra Reward dividend, will not receive the ATM rebate and may incur a monthly service charge.

PLCU reserves the right to discontinue this program at any time. I may opt out of this program at any time.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO AccessBuilder CHECKING ACCOUNTS:

Qualifications for AccessBuilder Checking: I cannot have more than two reports on file with ChexSystems, Inc., and any reports must be at least six (6) months old. I must pay in full all monies owed to the reporting financial institution(s).

I understand that this Account is not eligible for overdraft protection, monthly service fee waivers or a Visa Check Card.

- 1. Minimum Balance Requirements.** The minimum balance requirements for AccessBuilder Checking are as follows:
 - The minimum deposit required to open an AccessBuilder Checking is \$100.
 - I must pay the disclosed monthly service fee regardless of my average daily balance or whether I have direct deposit.
 - I must maintain a minimum average daily balance that is greater than \$0.00 or my Account may be closed.
- 2. Transaction Limitations.** The following limitations apply:
 - No dividends will be paid on this Account.
 - Free check writing is limited to eight (8) free checks per month. Any check paid thereafter will be assessed a nominal check writing fee per check as disclosed in the Schedule of Fees and Charges.
 - The dollar amount and frequency of electronic funds transfers are limited as disclosed under the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfers and Related Services" section of this Agreement and Disclosure.
- 3. Benefits.** I will receive the following AccessBuilder checking benefits:
 - Free transactions at PLCU-owned ATMs.
 - No PLCU fees on point of sale transactions.
 - Eight (8) free* Credit Union CO-OP ATM withdrawals per month.
 - Eight (8) free* Credit Union CO-OP ATM inquiries per month.

**Does not apply to any fees assessed by the ATM owner.*

AccessBuilder Checking Accounts do not qualify for Courtesy Pay and Lighthouse Relationship Plan benefits.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO MONEY MANAGEMENT ACCOUNTS:

- 1. Minimum Balance Requirements.** The minimum balance requirements for this Account are as follows:
 - The minimum deposit required to open an Account is \$1,000.00.
 - I will not be assessed a monthly service fee, regardless of my average daily balance.
 - I must maintain the minimum average daily balance as set forth in the Schedule of Share and Share Draft Account Rates to receive dividends and obtain the disclosed Annual Percentage Yield (APY).
 - I must maintain a minimum average daily balance that is greater than \$0.00 or my Account will be closed.
- 2. Transaction Limitations.** This Account is subject to the same transaction limitations that apply to Savings Accounts (see "Additional Terms, Conditions and Disclosures Applicable to Savings, Looney Tunes, Holiday Club and Savings IRAs" above). In addition, the dollar amount and frequency of electronic funds transfers are limited as disclosed under the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfers and Related Services" section of this Agreement and Disclosure.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO ELECTRONIC TRANSFER ACCOUNTS:

- 1. Minimum Balance Requirements.** The minimum balance requirements for this Account are as follows:
 - There is no minimum deposit required to open an Account.
 - I will be assessed a monthly service fee as disclosed in the Schedule of Fees and Charges regardless of my average daily balance.
 - I must maintain a minimum average daily balance that is greater than \$0.00 or my Account will be closed.
- 2. Transaction Limitations.** No dividends will be paid on this Account. No deposits, other than qualified ETASM payments, will be accepted. In addition:
 - No check writing privileges will be permitted.
 - The dollar amount and frequency of electronic funds transfers are limited as disclosed under the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds Transfers and Related Services" section of this Agreement and Disclosure.
- 3. Qualifications.** I must be eligible to receive qualified ETASM deposits such as, but not limited to, electronic Federal benefit, wage, salary or retirement payments. Only individually owned Accounts are permitted.
- 4. Benefits.** My Account benefits are as follows:
 - Free transactions at PLCU-owned ATMs.
 - No PLCU fees on point of sale transactions.
 - Eight (8) free* Credit Union CO-OP ATM withdrawals per month.

- Eight (8) free* Credit Union CO-OP ATM inquiries per month.

* Does not apply to any fees assessed by the ATM owner.

5. Additional Information. This is an Account designed by the U.S. Department of the Treasury and ensures that individuals who are required to receive Federal payments electronically have access to an account at a reasonable cost and with the same consumer protections available to other account holders at the same financial institution. The EFT rule provides that any individual receiving a Federal benefit, wage, salary or retirement payment is eligible to open an ETAsm. Many Federal benefit payments, including Social Security benefits, Supplemental Security Income benefits and railroad retirement benefits are protected from attachment under Federal law. This means that my creditors do not have the right to have these funds taken out of my ETAsm. There are a few exceptions, however. For example, funds in my ETAsm can be taken to satisfy child support or alimony obligations I owe. If I deposit funds other than Federal benefit payments to my ETAsm, my creditors may be able to have those funds taken out of my account, but my Federal benefits would still be protected. If you receive an order of attachment, garnishment, or levy, you will immediately send me a copy of the order along with the name of the creditor and contact person, if any. If I have questions about a creditor's right to remove funds from my ETAsm, I should contact my benefit agency or my local legal service organization.

You are required by the Department of the Treasury to ensure that my ETAsm meets certain criteria and to provide me with these disclosures about my ETAsm. These obligations are set forth in an ETAsm Financial Agency Agreement between you and the Department of the Treasury. The text of the ETAsm Financial Agency Agreement is publicly available and is published in the Federal Register at 64 FR 38510-38525, dated July 16, 1999.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO BUSINESS ACCOUNTS:

1. Minimum Balance Requirements. The minimum balance requirements for this Account are as follows:

- The minimum deposit required to open an Account is \$100.00.
- A minimum average daily balance of \$2,500.00 must be maintained in the Account to avoid the monthly service fee disclosed in the Schedule of Fees and Charges.
- A minimum average daily balance as set forth in the Schedule of Rates must be maintained in the Account to receive dividends and obtain the disclosed Annual Percentage Yield (APY).
- A minimum average daily balance that is greater than \$0.00 must be maintained in the Account or it will be closed.

2. Transaction Limitations.

- Free deposits are limited to 10 per month. Any deposit received thereafter will be charged a nominal deposit fee as disclosed in the Schedule of Fees and Charges.
- Free check writing is limited to 100 per month. Any check paid thereafter will be assessed a nominal check writing fee as disclosed in the Schedule of Fees and Charges.
- The number of checks that may be deposited each month without a fee is limited to 100. Each check deposited thereafter will be assessed a nominal check deposit fee as disclosed in the Schedule of Fees and Charges.

FUNDS AVAILABILITY POLICY AND DISCLOSURE

- 1. My Ability to Withdraw Funds.** I understand that your policy is to make funds from my cash and check deposits available to me no later than the 1st business day after the day you receive my deposit. Electronic direct deposits will be available on the day you receive the deposit. 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 the close of business on a business day that you are open, you will consider that to be the day of my deposit. However, if I make a deposit after the close of business or on a day you are not open, you will consider that the deposit was made on the next business day you are open.

- 2. Longer Delays May Apply.** In some cases, you will not make all of the funds that I deposit by check available to me by the 1st business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the 2nd business day after the day of my deposit. The first \$200 of my deposits, however, may be available by the 1st business day.

If you are not going to make all of the funds from my deposit available by the 1st business day, 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 day after you receive my deposit.

I will tell you if I need the funds from a deposit right away and will 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:

- You believe a check I deposit will not be paid;
- I deposit checks totaling more than \$5,000.00 in any one day;
- I redeposit a check that has been returned unpaid;
- I have overdrawn my Account repeatedly in the last six (6) months;
- There is an emergency, such as failure of computer or communications equipment.

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

- 3. Special Rules for New Accounts.** If I am a new member, I understand that the following special rules will apply during the first 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 by the 1st 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 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 may not be available until the 2nd business day after the day of my deposit.

- 4. Deposits at Proprietary Automated Teller Machines (ATMs).** I understand that any funds (cash or checks) in excess of \$200.00 deposited at proprietary ATMs (i.e., ATMs that you own or operate) will not be available to me for immediate withdrawal. Depending upon the type of item(s) that I deposit, such funds generally will not be available until two (2) business days after the day of my deposit. Proprietary ATMs will display the Point Loma Credit Union name and logo. A list of proprietary ATMs is available to me upon request or by visiting your web site.
- 5. Deposits at Nonproprietary Automated Teller Machines (ATMs).** I understand that any funds (cash or checks) in excess of \$200.00 deposited at nonproprietary ATMs (i.e., ATMs that you do not own or operate) will not be available to me for immediate withdrawal. Depending on the type of item(s) that I deposit, such funds generally will not be available until five (5) business days after the day of my deposit. Nonproprietary ATMs will display the Credit Union CO-OP name and logo. I understand that not all Credit Union CO-OP ATMs accept deposits. A list of nonproprietary ATMs is available to me upon request or by visiting your web site.
- 6. Cash Withdrawal Limitation.** You place certain limitations on withdrawals of cash. In general, \$200.00 of a deposit is available for withdrawal in cash on the day of deposit. In addition, a total of \$400 of other funds becoming available on a given day is available for withdrawal in cash at or after 9:00 a.m. on that day. Any remaining funds will be available for withdrawal in cash on the following business day.
- 7. Unforeseen Delays.** Any delay by you beyond the time limits prescribed above shall be excused if caused by interruption of communication facilities, suspension of payments by a financial institution, emergency conditions or other circumstances beyond your control provided that you exercise such diligence as the circumstances require.
- 8. Effect on Rights.** In no event does the above policy affect your right to accept or reject an item for deposit or to require written notice of an intended withdrawal.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO ELECTRONIC FUNDS TRANSFERS AND RELATED SERVICES

- 1. Definitions.** The acronym "ACH" refers to Automated Clearing House services. The term "ARROW" refers to your audio response (i.e., telephonic transfer) system. The acronym "ATM" means an automated teller machine. "Card" means my ATM card or my Visa Check Card and any duplicates, renewals or substitutions that you issue to me. The acronym "EFT" means an electronic funds transfer. "Password" refers to the password I have selected to access my Accounts via the Internet through Point Loma Online and/or the

Point Loma Online "Bill Pay Online" feature. The acronym "PIN" means my personal identification number. The acronym "POS" stands for point-of-sale.

- 2. Acknowledgment of Agreement.** By retaining, using or allowing others to use the electronic services offered by you, I am agreeing to be bound by the terms and conditions of this section.
 - 3. Responsibility for Transactions.** I am responsible for all transactions I make with the Card or that I authorize another person to make with the Card. I understand that if I disclose my PIN to anyone, they will have access to all Accounts identified by my Account number. If the Account is a joint Account, all transactions involving the Account are binding on all owners. My responsibility for unauthorized transactions is disclosed under "My Liability" below.
 - 4. Confidentiality.** you will treat my electronic funds as transfers with the same degree of confidentiality that you afford to all of my business with you as disclosed in the "Notice of financial privacy rights" section of this Agreement and Disclosure.
 - 5. Business Days.** I understand that for the purposes of electronic fund transfers, your business days are the same as those listed in the "General Terms, Conditions and Disclosures" section of this Agreement and Disclosure.
 - 6. Fees.** When I use an ATM that is not owned by you, I may be charged a fee by the ATM operator or any network used and I may be charged a fee for a balance inquiry even if I do not complete a funds transfer.
 - 7. Access Requirements.** I understand that you require me to have:
 - Internet access, Netscape Navigator or Microsoft Explorer Internet Browser, a transaction account and a PIN/password in order to access Point Loma Online and Bill Pay Online;
 - A Card and a PIN to access ATMS and POS terminals
 - A PIN to access ARROW.
- I understand that my PIN and/or password are confidential and that I am to memorize them. If I forget one or both, I will contact you for instructions on how to choose a new one.
- 8. Card Ownership.** I understand that all Cards are non-transferable and belong to you. I further understand that you may cancel, modify and/or restrict the use of any Card upon proper notice, or without notice if my Account is overdrawn or where necessary to maintain or restore the security of Accounts on the computer system. Upon cancellation of my Card, I agree to return the Card to you or destroy it upon your request.
 - 9. Rules for Use.** All EFTs are subject to the terms and conditions of my Account agreement(s) with you that govern the affected Account(s), and all EFT deposits and payments are subject to later verification by you.
 - 10. Foreign Transactions.** Transactions that are initiated in foreign countries and foreign currencies will be charged to my Account in U.S. Dollars. The conversion rate to Dollars will be the wholesale market rate, or the government-mandated rate,

whichever is applicable, in effect one (1) day prior to the processing date, increased by up to one percent (1%).

11. Payment Authorization. By using my Card with my PIN at ATMs, POS terminals or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), I am authorizing you to process transactions to or from my Account(s) in accordance with the instructions provided at the terminals. Transactions conducted with my Card will be charged to my Account on the date it is posted to my Account. My Account will be immediately debited for the amount of any authorization received from a merchant.

By providing you with the names and account information of those payees to whom I wish to direct payment through Bill Pay Online, I authorize you to debit my Account and remit funds on my behalf. All payees to be paid through Bill Pay Online will be paid in U.S. Dollars.

12. Available Transactions. I may use my Card and PIN for the following transfers:

- Withdraw cash from my checking, savings and in some instances, line of credit Accounts at an ATM or POS terminal (and at financial institutions that accept VISA with my Visa Check Card);
- Make deposits to my checking and savings Accounts at ATMs;
- Transfer funds between my checking, savings and in some instances, loan Accounts at ATMs;
- Pay for purchases at POS locations that have agreed to accept my Card.

I may use my Visa Check Card without my PIN to:

- Purchase goods or services by mail or telephone from places that accept VISA cards;
- Make automatic payments from my Account to pay bills or other charges, providing that the payee agrees to accept payments this way.

I understand that some of these services may not be available at all terminals.

I may use my PIN without my Card for the following transfers:

- Transfer funds between my checking, savings and in some instances, loan Accounts through ARROW or PLCU Online;
- Order a check made payable to me and drawn off of my checking, savings and in some instances, line of credit Accounts through ARROW or PLCU Online;
- Pay bills from my checking and savings Accounts in the amounts and on the days that I request through Bill Pay Online.

I can sign up for your ACH services to:

- Make deposits to savings and/or checking Accounts;
- Make loan payments;
- Pay bills or make other 3rd party transfers directly from my savings and/or checking Account in the amounts and on the days I request; and
- Make transfers to and from my accounts at other financial institutions.

The payee named on my paper check may:

- Convert my paper check to an ACH or other electronic funds transfer at the point of purchase;
- Convert my returned cashiers check, as well as any fees that the payee charges for returned checks, to an ACH transaction.

13. Limitations on Transactions. Except for Access Builder Checking Accounts, and Youth Checking Accounts (for members 13 to 17 years of age), I may make ATM cash withdrawals up to \$300.00 (\$100.00 during computer down time) or POS transactions up to \$500.00 each 24-hour period as long as the available balance in my account is sufficient to cover the transaction. Such withdrawals are limited to \$60.00 for ATM and up to \$200.00 for POS for Youth Checking Accounts and \$100.00 each 24-hour period for AccessBuilder Checking Accounts. In Addition:

- I am limited to eight (8) ATM and POS withdrawals, in any combination, each 24-hour period.
- AccessBuilder Checking Accounts do not receive ATM deposit privileges.
- My check withdrawals ordered through ARROW and PLCU Online must be made payable to me and are limited to \$25,000 during any 24-hour period.
- Purchases made with a VISA Check Card that are above the merchant's floor limit will require an authorization number from VISA.
- I understand that various institutions that participate in networks of which you are also a member may have withdrawal limits that are different from the amounts set forth herein. In the event that a specific ATM is so limited, I may not be able to withdraw more than the cash limit of that particular ATM.
- I understand that my Card may only be used for LEGAL transactions. Some internet transaction (e.g., Internet gambling) may be illegal in the jurisdiction in which I am located, including the United States. Display of a payment card logo by an online merchant does not mean that the transaction(s) is/are legal in the jurisdiction in which I am located.
- I understand that Bill Pay Online cannot be used to process any payments to Federal, State, or local tax agencies or to payees outside of the United States. In addition, each Bill Pay Online payee must appear on the payee list that I create and the account to which I am directing payment must be in my name.
- I further understand that when I turn 18 years of age, the transaction limitations on my debit card may automatically be upgraded to the standard ATM and Point of Sale (POS) limits disclosed above

14. Documentation of Transactions. I will be offered a receipt at the time I make a transfer at one of your ATMs and, if using a VISA Check Card, at a VISA merchant location. I will retain the receipt and compare it with my monthly statement. You will send me a monthly Account statement reflecting all of my EFT transactions, unless there is no EFT activity in a particular month, in which case you may send me a quarterly statement.

15. Preauthorized Payments. If I have told you in advance to make regular payments out of my Account and these payments vary in amount, the payee will tell me 10 days before each payment when it will be made and how much it will be. I 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 I set.

16. Preauthorized Credits. If I have arranged to have direct deposits made to my Account at least once every 60 days from the same person or company, I can call you at (858) 495-3400 or toll free (888) 495-3400 to find out whether or not the deposit has posted.

17. My Right to Stop Payment and Procedure for Doing So. If I have told you in advance to make regular payments out of my Account, I can stop any of these payments by calling you at (858) 495-3400 or toll free (888) 495-3400, or by writing to you at 9420 Farnham Street, San Diego, CA, 92123-1321, in time for you to receive my request three (3) business days or more before the payment is scheduled to be made. If I call you, you will also require me to put my request in writing and get it to you within 14 days after I call. You will charge me a stop payment fee as disclosed in the Schedule of Fees and Charges for each stop payment order I give you. If I order you to stop a preauthorized transfer three (3) business days or more before the transfer is scheduled and you do not do so, you will be liable for my losses or damages.

18. Refusal to Honor Card. You are not liable for the refusal or inability of any electronic terminal to honor my Card or to complete a withdrawal from my Account, or for their retention of the Card. You are also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.

19. My Liability as a Consumer. I must notify you AT ONCE in accordance with the procedures described herein if I believe my Card, PIN or password has been lost or stolen. I understand that I could lose all* the money in my Account, including my maximum overdraft line or credit. Telephoning you is the best way for me to minimize my potential losses. If I notify you within two (2) business days after I learn of the loss or theft of my Card, PIN or password, I can lose no more than \$50.00* if someone used it (or them) without my permission. If I do NOT tell you within two (2) business days after I learn of the loss or theft, and you can prove that you could have stopped someone from using my card, PIN or password without my permission if I had told you, I could lose as much as \$500.00*.

I must also notify you AT ONCE if my statement shows transactions that I did not make. If I do not tell you within 60 days after you mailed the statement to me, I may not get back any money I lost* after the 60 days if you can prove that you could have stopped someone from taking the money if I had told you in time. If a good reason, such as a long trip or hospital stay, kept me from notifying you, you will extend the time periods.

If I have authorized someone else to use my Card, PIN or password, I am responsible for all transactions that person initiates at any time, even if the amount or transactions exceed what I may have authorized.

*If my Visa Check Card was used to perform the unauthorized transaction, and the transaction was processed through the Visa system as a "credit" transaction, I will not be liable for any unauthorized amounts. However, if you determine that I was

negligent or fraudulent in handling my account, you can require that I pay for all or part of the transactions, subject to the liability limits imposed by applicable laws.

20. To Report a Lost or Stolen Card. If I believe my Card, PIN or password has been lost or stolen, or if I suspect that someone has transferred or may transfer money from my Account without my permission, I will call you at (858) 495-3400, or toll free (888) 495-3400. In any event, I may also write to you at 9420 Farnham Street, San Diego, CA 92123-1321 or e-mail you at infocntr@plcu.com. Depending upon the circumstances, you may require me to file a police report or an affidavit.

21. Your Liability as a Financial Institution. If you do not complete a transaction to or from my Account on time or in the correct amount in accordance with our agreement, you will generally be liable for my losses or damages. Instances in which you will NOT be liable include, but are not limited to:

- Through no fault of yours, I do not have enough money in my Account to make the transaction;
- The transaction would exceed the credit limit on my credit line;
- The terminal where I was making the transaction did not have enough cash;
- The ATM, phone lines or computer system was not working properly and I was aware of the malfunction when I started the transaction;
- Circumstances beyond your control, such as fire, flood, power failure or computer down-time prevented the transaction, despite reasonable precautions that you have taken;
- The money in my Account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- My Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because my PIN has been entered incorrectly;
- My Card, PIN or password has been reported lost or stolen and you have blocked the Account;
- The failure to complete the transaction is necessary to protect the integrity of the system or to protect the security of my Account;
- The estimate of time to allow for delivery to the payee is inaccurate due to delays in mail delivery, change or merchant address or account number, the payee does not process a payment correctly, or the payee does not process payments in a timely manner.

22. In Case of Errors or Questions About My Transactions. I will telephone you at (858) 495-3400 or (888) 495-3400 (toll free), or write to you at 9420 Farnham Street, San Diego, CA 92123-1321 as soon as possible if I think my statement or receipt is wrong, or if I need information about a transaction listed on my statement or receipt. You must hear from me no later than 60 days after you send the FIRST statement on which the problem or error appears.

When I inquire about transactions on my statement, I will:

- Tell you my name and Account number, if applicable;
- Describe the error or the transfer I am unsure about, explaining as clearly as possible why I believe it is an error or why I need more information;

- Tell you the dollar amount of the suspected error.

If I tell you orally, you require that I send you my complaint or question in writing within ten (10) business days. If you do not receive it within ten (10) business days, you may elect not to credit my Account.

You will tell me the results of your investigations within ten (10) business days* after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45** days to investigate my complaint or question. If you decide to do this, you will credit my Account within ten (10)* business days for the amount I think is in error so that I will have use of the money during the time it takes for you to complete your investigation. [If the error I assert is an unauthorized Visa transaction other than a cash disbursement at an ATM, you will credit my account within five (5) business days unless you determine that the circumstances or my Account history warrant a delay, in which case I will receive credit within ten (10) business days.]

If you decide that there was no error, you will send me a written explanation within three (3) business days after you finish your investigation. I may ask for copies of the documents that you used in your investigation.

**If I give notice of an error within 30 days after I make the first deposit to my Account, you will have 20 business days instead of ten (10) business days.*

*** If I give notice of an error within 30 days after I make the first deposit to my Account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. or its possessions and territories, you will have 90 days instead of 45 days to investigate.*

23. Termination of Electronic Fund Transfer Services. I

may terminate my EFTs and ACH instructions at any time. You reserve the right to terminate my EFT(s), ACH instructions and/or my use of my Card, PIN or password with or without cause. You may do so immediately if:

- I or any authorized user of my Card, PIN, password or Account breaches this or any other agreement with you;
- You have reason to believe that there has been, or might be, an unauthorized use of my Card, PIN, password or Account; or
- I or any authorized user of my Card, PIN, password or Account request that you do so.

24. "PINless" Debit Transactions. Effective July 1, 2008 ,

VISA® implemented the option for you to use a non-Visa network with your Visa Check Card without entering your Personal Identification Number (PIN) for certain merchants. These transactions are referred to as PIN-less debit transactions and are considered non-Visa debit transactions. Merchants must provide you with a clear way of choosing to make a Visa debit or a PIN-less debit transaction through a non-Visa debit network if they support this option. A non-Visa or PIN-less debit transaction may occur on your Visa Check Card through the AFFN® and STAR® networks.

Please be advised that you should choose to use VISA® when making a transaction with a PIN. Certain protections and rights applicable only to Visa Check Card transactions such as Visa's zero liability or chargeback and dispute resolution benefits will

not apply to transactions processed on the AFFN® and STAR® networks. Please refer to the section titled **My Liability as a Consumer** for provisions concerning non-Visa PINless transactions.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO AUTOMATED CLEARING HOUSE (ACH) SERVICES

- 1. Choice of Law.** You may accept on my behalf payments to my account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act. My 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 Automated Clearing House Associations, which are applicable to ACH transactions involving my account.
- 2. Notice of Receipt of ACH Items.** Under the operating rules of the National Automated Clearing House Association that are applicable to ACH transactions involving my account, you are not required to give next day notice to me of receipt of an ACH item, and you will not do so. However, you will continue to notify me of the receipt of items in the periodic statements you provide to me.
- 3. Provisional Payment.** Credit given by you to me with respect to an ACH credit is provisional until you receive final settlement for such entry through a Federal Reserve Bank. If you do not receive such final settlement, you may reverse the provisional credit entry. The party making payment to me via such entry (i.e., the originator of the entry) shall not be deemed to have paid me the amount of such entry.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO VISA CHECK CARD TRANSACTIONS

- 1. Effect on Agreement.** Even though sales, cash advance or other slips that I sign or receive when using the Card or Account number on the card may contain different terms, this Agreement is the sole Agreement that applies to all transactions involving the Card.
- 2. Card Benefits/Enhancements.** You may from time to time offer additional services in connection with my Card. Some may be at no additional cost to me and others may involve a specified fee. I understand that you are not obligated to offer such services and you may withdraw or change them at any time.
- 3. Transaction Processing Options.** In some instances, the payee may ask me whether I want my Card transactions processed as a VISA "Credit" or as a VISA "Debit" transaction.
 - If I select the "Debit" option, my transaction will be processed through ATM networks. I understand that a service charge may be assessed by the owner of the ATM or Point of Sales terminal. I understand that transactions processed through ATM networks are not eligible for the "zero liability" protection against unauthorized transactions, However, my liability for unauthorized transactions may still be limited as outlined in the "Additional Terms, Conditions and Disclosures Applicable to Electronic Funds and Related Services" section of this disclosure.
 - If I select the "credit" option, my transaction will be processed

through the VISA network. The owner of the terminal may not assess a terminal usage service charge on my transaction. I understand that transactions processed through the VISA network are eligible for VISA's "zero liability" protection against unauthorized transactions as outlined in the Additional Terms, Conditions and Disclosures Applicable to Electronic Fund Transfers and Related Services" section of this disclosure.

ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES APPLICABLE TO BILL PAY ONLINE

- 1. Insufficient Funds.** You will notify me through Bill Pay Online on the day a payment is scheduled to be made if there are not sufficient funds available in my Account. I understand that you will not make any further attempts to process the payment.
- 2. Payment Methods.** I understand that payments may be deducted from my Account by two (2) methods:
 - By an electronic debit through the Automated Clearing House Association (ACH);
 - By check.

The method of payment depends upon the processing method that can be accommodated by the payee.

- 3. Payment Lead Time.** For each payee I set up, Bill Pay Online will advise me what time period should be sufficient under normal circumstances for the payee to receive a payment. I should allow two (2) business days for ACH payments and five (5) business days for check payments. I may obtain the payee's payment method (e.g., ACH or check) by reviewing that particular payee's information in the payee database.

I must allow sufficient time for the payee to receive and process the payment before the payment due date (i.e., the due date shown on my invoice). If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges or other actions taken by the payee.

SAFETY & SECURITY CONSIDERATIONS FOR THE USE OF EFT TERMINALS AND ACCESS DEVICES

I am responsible for keeping my PINs, passwords, and account information confidential. I understand that any person I permit to use my PINs or password, or to whom I authorize you to use PINs or passwords, will have access to my entire account, including any checking, money management or loan accounts, and authorize bill payments. I understand that any person I permit to use my PINs or password, or to whom I authorize you to use PINs or passwords will be considered an authorized user of my account. I agree that such an authorized user may perform any PIN- or password-based transaction on my account, including, but not limited to, viewing transactions transferring or withdrawing funds from my savings, checking, money management, or loan accounts and authorizing bills payments.

I will use caution and be mindful of the following safety tips that you recommend whenever I use my Card, PIN or password to access by Account through an ATM, POS terminal or the Internet.

ATMs and POS Terminals

- Be aware of the surroundings, particularly at night.

- Look for well-lighted terminals when transacting at night.
- Avoid going to the terminal alone.
- Have transactions ready before approaching the terminal. When possible, complete deposit or withdrawal slips/envelopes before leaving the vehicle.
- Put cash away as soon as the transaction is complete. Count it later in a safe area, such as a locked vehicle or at home.
- Upon noticing anything suspicious while transacting business, immediately stop the transaction; secure the Card and leave.

Point Loma Online and Bill Pay Online

- Never leave the computer in the middle of an active session; otherwise, anyone can sit down at that computer and have immediate Account access.
- Always log off when completing a session.
- Always clear the Internet browser's cache or close the browser after leaving the Point Loma Online or Bill Pay Online sites to prevent others from using the "back" button to view Account information that is temporarily stored on the computer. While others may be able to view information, they will not be able to make transactions if proper log off procedures were followed when exiting the site.

PIN and Password Safeguards

- Memorize PINS and passwords. Avoid writing them down. Never write PINS or passwords on Cards or on anything that is kept in a wallet, purse, or near a computer.
- Change PINs and passwords frequently.
- Hold PINs and passwords in strict confidence. Never share them with anyone, including family members. Accounts are only protected against unauthorized access to the extent that PINs and passwords have not been shared or compromised.
- Immediately report lost, stolen or compromised PINs and passwords by calling PLCU at (858) 495-3400, or toll free (888) 495-3400.

NOTICE OF FINANCIAL PRIVACY RIGHTS

- 1. Definitions.** The key terms used in this section are defined as follows:

"Nonpublic personal information" means information about me that you collect in connection with providing a financial product or service to me. Nonpublic personal information does not include information that is available from public sources, such as telephone directories or government records.

An "affiliate" is a company that you own or control. The term "FSCC, LLC" refers to your only affiliate, Financial Service Centers Cooperative, Inc., which is a financial service provider and the credit union service organization that operates the CU Service Centers® shared-branch network. This network has over 6,300 locations in 48 states, 5 countries, and 2 U.S. territories that are linked by technology to provide convenient, nation-wide financial services to the credit union member public. The network is analogous to an ATM network where technology and cooperative relationships between institutions enable the convenient delivery of financial services to consumers.

A "nonaffiliated third party" is a company that is not an affiliate of yours.

2. Information that You Collect About Me. I understand that you collect nonpublic personal information about me from the following sources:

- Information I give you on applications or other forms;
- Information about my transactions with you;
- Information about my transactions with your affiliate, FSCC, Inc.;
- Information about my transactions with nonaffiliated third parties;
- Information from consumer reporting agencies.

3. Confidentiality, Security and Integrity of My Nonpublic Personal Information. You will restrict access to my nonpublic personal information to those employees who need to know that information to provide products or services to me. You maintain physical, electronic and procedural safeguards that comply with Federal regulations to protect my non-public personal information.

4. Disclosure of My Nonpublic Personal Information to Your Affiliate. You disclose nonpublic personal information about me to your affiliate, FSCC, Inc. when I am conducting a transaction on my Point Loma Credit Union Account at another credit union that is participating in the CU Service Centers shared-branch network. You disclose information and about my transactions and experience with me, such as:

- Name;
- Address;
- Account balances;
- Account activity;
- Types of accounts.

The information disclosed comes from my Account records with you. You only disclose information needed to process the transaction I am requesting.

In addition, you will provide my mailing information to FSCC, Inc. for the purpose of sending me an announcement when a shared branch opens in my neighborhood.

Federal law allows you to disclose the information listed above with your affiliate. I do not have a right to opt out of the disclosure of this information, nor do you have the technical feasibility to offer me the opportunity to opt out of such disclosure.

5. Disclosure of My Nonpublic Personal Information to Nonaffiliated Third Parties. You value my member relationship with you and therefore will not disclose my nonpublic personal information to nonaffiliated third parties, except as permitted or required by law, such as:

- When it is necessary for completing a transaction that I order;
- To verify the existence and condition of my Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- When I give you my written permission.

6. Disclosure of Nonpublic Personal Information About Former Members. If I should later terminate my membership, you will not disclose my nonpublic personal information.

7. Privacy Policy Statement. I should request a free copy of the Board of Directors' Privacy Policy Statement for more information about your member privacy practices. I can also view the statement on your web site.